GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
SPECIAL MEETING
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, March 30, 2026 **9:30 AM** **CALDER MEETING LOCATION**

174 Calder Rd., Room 100
League City, Texas 77573

SPECIAL 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 3/30/2026

***2.** Order for payroll ending 3/25/2026 bi-weekly #7

***3.** Order for supplemental payroll period ending 3/25/2026 bi-weekly #7

***4.** Internal audit report of the inventory of fixed assets of the Facilities Department with response letter from Mr. Mark Garcia, Assistant Facilities Director, dated 3/16/2026

***5.** Receive and file refund check list from Odyssey submitted by the District Clerk

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

***7.** Receive and file Summary of Biweekly Personnel Movements pay period #06, February 26 - March 11, 2026, submitted by Human Resources

***8.** Consideration of approval of a resolution naming April 30 as National Therapy Animal Day submitted by Commissioner Pct. 2

***9.** Consideration of a resolution proclaiming April as Fair Housing Month submitted by Grants Administration

***10.** Consideration of a resolution in support of the Lonestar Property Tax Reform Council submitted by the County Judge

***11.** Consideration of accepting a donation of 15 Live Oak trees to be planted at Bayside Regional Park, from Clear Falls High School Tree Club, submitted by Parks and Cultural Services Department

***12.** Consideration of the approval of appointments of Deputies pursuant to Local Govt Code 86.011 & 86.012 submitted by Constable Pct. 2

***13.** Consideration of approval of Microsoft Enterprise Agreement Volume Licensing Program Signature Form with SHI Govt Solutions submitted by Information Technology

***14.** Consideration of authorization for a 90-day extension on RFP #B232012, Local Trucking Services with J.R. Contreras Trucking, LLC submitted by the Purchasing Agent

***15.** Consideration for authorization to extend the contract for ITB 24-030 Recycled Crushed Concrete/Concrete Flexible Base submitted by the Purchasing Agent

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

***17.** Consideration of acceptance of award for the Texas Department of Agriculture 25-26 Community Development Block Grant CDV25-0024 High Island Water Improvements submitted by Grants Administration

***18.** Consideration of authorizing the County Judge to execute an agreement with Weisser Engineering and Surveying for surveying services associated with the Dickinson Bayou Desnagging project submitted by the County Engineer

***19.** Consideration of approval of a resolution authorizing Galveston County's participation in an interlocal agreement for the provision of equipment and consumables between Texas Department of Motor Vehicles and the County of Galveston and authorizing County Judge to execute same submitted by the Tax Assessor/Collector

***20.** Consideration of authorizing the purchase of Galveston County team shirts from the Wellness Fund in support of the Walk Across Texas initiative submitted by Human Resources

***21.** Consideration of a professional service agreement with Alliance Work Partners to provide an employee assistance program, submitted by Human Resources

***22.** Consideration of approval to un-appropriate remaining funds associated with previously completed engineering projects submitted by Professional Services

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

***23.** 26-93-0330-A
Information Technology- Consideration of approval of personnel adjustment for Information Technology title change

***24.** 26-94-0330-B
Emergency Management- Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment

***25.** 26-95-0330-C
Emergency Management- Request transfer from General Fund - Budgeted Reserves to Emergency Management - Other Contract Services to fund FY25 invoice

***26.** 26-96-0330-D
County Court Administration- Request transfer within County Court Administration - Court Appointed Juvenile to Family and Child Protection Expenses to fund increase in Family Protection cases

***27.** 26-97-0330-E
Public Health - Request transfer within County Capital Projects Fund - Buildings - Goods to Buildings - Services to fund Behavior Health Observation Unit invoices

***28.** 26-98-0330-F
Professional Services- Request transfer from General Fund - Budgeted Reserves & Employee Benefits - Insurance Reimbursements to GLP-1 Employee Wellness Program to fund the GLP-1 program expenses

Action Agenda

Engineering

29. Receive public comments on dune mitigation permit for Subdivision Beachfront Seagrass, Gilchrist

30. Consideration of approval of dune mitigation permit for Subdivision Beach Front Seagrass, Gilchrist

Purchasing

31. Consideration to award ITB 26-084, Texas City Hurricane Levee Improvements

32. Consideration of authorizing the County Judge to execute a contract with Russell Marine LLC. for the Texas City Hurricane Levee Improvements project submitted by the County Engineer

General Counsel

a. Break into Executive Session:

b. Executive Session:

Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.071 of the Government Code to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to each of the following items:

b.33. 26-CV-00032; Betty J. Parrimore v Galveston County et al in the United States District Court, for the Southern District of Texas, Galveston Division

b.34. 26-CV-00021; Dean Pushard vs. Galveston County et al in the United States District Court, for the Southern District of Texas, Galveston Division

c. Executive Session:

Texas Government Code Section 551.074, Personnel Matters: the Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.074 of the Texas Government Code, Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

c.35. Mental Health Court Judge

d. Reconvene into Special Meeting

d.36. Consideration of approval of appointment and hiring of the Mental Health Court Judge

Adjourn

Workshop Agenda

37. Voya Retirement Plan Q4 2025 report presented by Wealthspire Retirement Advisory submitted by Human Resources

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.

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 3/30/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/19/26 3:49 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 3/25/2026 bi-weekly #7

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/19/26 3:56 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 3/25/2026 bi-weekly #7

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/19/26 4:01 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Internal audit report of the inventory of fixed assets of the Facilities Department with response letter from Mr. Mark Garcia, Assistant Facilities Director, dated 3/16/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/19/26 4:25 pm

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**

March 30, 2026

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
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 inventory of fixed assets of the Facilities Department. Also attached is the response letter from Mr. Mark Garcia, Assistant Facilities Director, dated March 16, 2026.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Mr. Mark Garcia, Assistant Facilities Director

Attachment: Facilities Inventory of Fixed Assets Audit Report
Response Letter, Mr. Mark Garcia, Assistant Facilities Director

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: Mark Garcia
Assistant Facilities Director

From: Sergio Cruz
County Auditor

Date: February 27, 2026

Re: Facilities Department, Inventory of Fixed Assets

An inventory of fixed assets of the Facilities Department was conducted from February 17, 2026 through February 27, 2026. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the Facilities Department have been accounted for at the time of the inventory and the information in Workday is complete and accurate. All fixed assets were accounted for during the inventory.

Fixed Asset Identification (FAID)

The Galveston County Purchasing Policies and Procedures Manual (March 7, 2018) requires the custodial department to properly tag and document receipt of each fixed asset. The Purchasing Asset Coordinator assigns a unique FAID number to each fixed asset. The FAID is recorded in Workday and a decal reflecting the number is affixed to the vehicle or piece of equipment. No material exceptions were noted.

Semi-Annual Fixed Asset Inventory

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) 12.4(c) states an online process, using the Asset Custody Verification Form, is initiated semi-annually with all departments. The Asset Verification Form includes all inventoried fixed assets charged to the protective custody of each department. The department's asset custodian shall examine the form for accuracy, execute it and return it to the Purchasing Asset Coordinator.

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

cc: Sergio Cruz, County Auditor
Christie Motogbe CPA, First Assistant County Auditor
Mark Garcia, Assistant Facilities Director

COUNTY of GALVESTON

COUNTY COURTHOUSE

Facilities & Maintenance

722 MOODY AVENUE 6th FLOOR GALVESTON, TEXAS 77550
Phone: 409-766-2384

Mark A. Garcia
Asst. Facilities Director

Jokavell Posada
Business Service Analyst

March 16,2026

To Sergio Cruz

From: Mark A. Garcia

RE: Response to FY Facility Department fixed asset Audit

Mr. Cruz:
The following is my response to the inventory of fixed assets of the Facilities Department which was conducted between February 17,2026 through February.

Finding: two assets do not have a decal affixed to them, reflecting the fixed asset identification number (FAID): C4301 2023 Ford F 150 super Pickup 1FTEW1CP8PKD10740 ,FAID 33200 (FAID) C4006 2009 Doosan Forklift ME00108,FAID 30424 The department is already in the process of correcting this,

Response: We received the decals in question from Mr. Nolan on the afternoon on March 16,2026. I Mark A. Garcia gave them to Joshua Enriquez our maintenance supervisor and he will have them installed on March 17,2026. We will work on getting these on new assets ASAP.
I would like to thank Cynthia Hicks, Lisa McCabe and Mr. Nolan for assistance with completing this audit.

Sincerely,
Mark A Garcia
Mark Garcia

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

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

Receive and file refund check list from Odyssey submitted by the District Clerk.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/20/26 10:18 am

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Settlement Run SR-0000339
Organization The County of Galveston
Currency USD
Group Payment Date 03/07/2026
Payment Category Ad Hoc Payment
Bank Account Prosperity-District Clerk Odyssey 3561
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: THD Holdings LLC - 02/27/2026	Complete	THD Holdings LLC	Ad Hoc Payment	Check	02/27/2026		24-TX-0528		2915	631.00	USD	631.00	USD
Ad Hoc Payment: LRT Maintenance, LLC - 03/04/2026	Complete	LRT Maintenance, LLC	Ad Hoc Payment	Check	03/04/2026		22-TX-0754		2914	75.00	USD	75.00	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 - 03/07/2026 07:44 AM	2	706.00	USD	03/07/2026 09:44:52 AM	Ad Hoc Payment - Odyssey - 03/07/2026 07:44 AM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 03/07/2026, 7:44 AM	2	706.00	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	03/07/2026 09:40:27 AM	03/08/2026	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Step Completed	03/07/2026 09:44:53 AM	03/07/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	03/07/2026 09:44:53 AM	03/08/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 03/07/2026 for $706.00	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

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	3/19/26 10:42 am

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000339
Organization The County of Galveston
Currency USD
Group Payment Date 03/07/2026
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: CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C - 03/04/2026	Complete	CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C	Ad Hoc Payment	Check	03/04/2026		23-CR-3101		313983	2,108.88	USD	2,108.88	USD
Ad Hoc Payment: MOAREFTI HOUSHYAR - 03/04/2026	Complete	MOAREFTI HOUSHYAR	Ad Hoc Payment	Check	03/04/2026		23-CR-3101		313997	420.12	USD	420.12	USD
Ad Hoc Payment: CUMIS INSURANCE SOCIETY - 03/04/2026	Complete	CUMIS INSURANCE SOCIETY	Ad Hoc Payment	Check	03/04/2026		22-CR-3520		313985	2,778.17	USD	2,778.17	USD
Ad Hoc Payment: GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION - 03/04/2026	Complete	GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION	Ad Hoc Payment	Check	03/04/2026		22-CR-3520		313990	41.93	USD	41.93	USD
Ad Hoc Payment: Naomi Delarosa - 03/04/2026	Complete	Naomi Delarosa	Ad Hoc Payment	Check	03/04/2026		MD-0421921		313998	30.00	USD	30.00	USD
Ad Hoc Payment: Camillo Properties - 03/04/2026	Complete	Camillo Properties	Ad Hoc Payment	Check	03/04/2026		24-CR-1733		313981	100.00	USD	100.00	USD
Ad Hoc Payment: Coy Christian Clark - 03/04/2026	Complete	Coy Christian Clark	Ad Hoc Payment	Check	03/04/2026		25-CR-4390		313984	45.00	USD	45.00	USD
Ad Hoc Payment: Brianna Rachelle Alleman - 03/04/2026	Complete	Brianna Rachelle Alleman	Ad Hoc Payment	Check	03/04/2026		21-CR-0530		313980	40.00	USD	40.00	USD
Ad Hoc Payment: ALECIA HAYNES - 03/04/2026	Complete	ALECIA HAYNES	Ad Hoc Payment	Check	03/04/2026		12-CR-0138		313977	25.00	USD	25.00	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: Kitten Leopold - 03/04/2026	Complete	Kitten Leopold	Ad Hoc Payment	Check	03/04/2026		24-CR-0874		313995	420.00	USD	420.00	USD
Ad Hoc Payment: Devin Deslatte - 03/04/2026	Complete	Devin Deslatte	Ad Hoc Payment	Check	03/04/2026		MD-0421748		313987	900.00	USD	900.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 03/04/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	03/04/2026		25-CR-2886		314005	100.00	USD	100.00	USD
Ad Hoc Payment: HOMETOWN EQUIPMENT RENTALS - 03/04/2026	Complete	HOMETOWN EQUIPMENT RENTALS	Ad Hoc Payment	Check	03/04/2026		MD-0419107		313993	300.00	USD	300.00	USD
Ad Hoc Payment: KALEB APFFEL - 03/04/2026	Complete	KALEB APFFEL	Ad Hoc Payment	Check	03/04/2026		22-CR-1353		313994	400.00	USD	400.00	USD
Ad Hoc Payment: Nicholas Richard Long - 03/04/2026	Complete	Nicholas Richard Long	Ad Hoc Payment	Check	03/04/2026		25-CR-2727		313999	263.38	USD	263.38	USD
Ad Hoc Payment: EDWARD JANEK SR. - 03/04/2026	Complete	EDWARD JANEK SR.	Ad Hoc Payment	Check	03/04/2026		20-CR-1820		313988	800.00	USD	800.00	USD
Ad Hoc Payment: MICHELLE SOLLENBERGER - 03/04/2026	Complete	MICHELLE SOLLENBERGER	Ad Hoc Payment	Check	03/04/2026		24-CR-4421		313996	350.00	USD	350.00	USD
Ad Hoc Payment: WALTER PREMIRELLI - 03/04/2026	Complete	WALTER PREMIRELLI	Ad Hoc Payment	Check	03/04/2026		20-CR-1685		314007	25.00	USD	25.00	USD
Ad Hoc Payment: Shirley Guidry - 03/04/2026	Complete	Shirley Guidry	Ad Hoc Payment	Check	03/04/2026		23-CR-4106		314001	100.00	USD	100.00	USD
Ad Hoc Payment: CITY OF FRIENDSWOOD - 03/04/2026	Complete	CITY OF FRIENDSWOOD	Ad Hoc Payment	Check	03/04/2026		25-CR-1872		313982	125.00	USD	125.00	USD
Ad Hoc Payment: HEB Pantry - 03/04/2026	Complete	HEB Pantry	Ad Hoc Payment	Check	03/04/2026		MD-0349414		313992	20.00	USD	20.00	USD
Ad Hoc Payment: ANGELINA GALINDO - 03/04/2026	Complete	ANGELINA GALINDO	Ad Hoc Payment	Check	03/04/2026		22-CR-2790		313978	100.00	USD	100.00	USD
Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 03/04/2026	Complete	TEXAS DEPARTMENT OF PUBLIC SAFETY	Ad Hoc Payment	Check	03/04/2026		24-CR-1653		314004	60.00	USD	60.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 03/04/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	03/04/2026		25-CR-0244		314003	10.00	USD	10.00	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: CVS Health - 03/04/2026	Complete	CVS Health	Ad Hoc Payment	Check	03/04/2026		MD-0409607		313986	150.00	USD	150.00	USD
Ad Hoc Payment: Family Dollar - 03/04/2026	Complete	Family Dollar	Ad Hoc Payment	Check	03/04/2026		MD-0409605		313989	105.78	USD	105.78	USD
Ad Hoc Payment: RANDALLS - 03/04/2026	Complete	RANDALLS	Ad Hoc Payment	Check	03/04/2026		MD-0409605		314000	88.45	USD	88.45	USD
Ad Hoc Payment: Texas Department of Public Safety - 03/04/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	03/04/2026		24-CR-0214		314002	50.00	USD	50.00	USD
Ad Hoc Payment: BOB'S GROCERY - 03/04/2026	Complete	BOB'S GROCERY	Ad Hoc Payment	Check	03/04/2026		25-CR-0873		313979	50.00	USD	50.00	USD
Ad Hoc Payment: The Big Store - 03/04/2026	Complete	The Big Store	Ad Hoc Payment	Check	03/04/2026		24-CR-4530		314006	750.00	USD	750.00	USD
Ad Hoc Payment: Giles Wesley Bartle - 03/04/2026	Complete	Giles Wesley Bartle	Ad Hoc Payment	Check	03/04/2026		23-CR-3908		313991	114.00	USD	114.00	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 - 03/07/2026 07:45 AM	31	10,870.71	USD	03/07/2026 09:45:29 AM	Ad Hoc Payment - Odyssey - 03/07/2026 07:45 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 03/07/2026, 7:45 AM	31	10,870.71	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	03/07/2026 09:40:26 AM	03/08/2026	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	
Print Checks Task	Print Checks	Not Required		03/08/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Step Completed	03/07/2026 09:45:30 AM	03/07/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	03/07/2026 09:45:30 AM	03/08/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 03/07/2026 for $10,870.71	Successfully Completed

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000341
Organization The County of Galveston
Currency USD
Group Payment Date 03/13/2026
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: John Charles Boridy - 03/11/2026	Complete	John Charles Boridy	Ad Hoc Payment	Check	03/11/2026		20-CR-3761		314017	500.00	USD	500.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 03/11/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	03/11/2026		25-CR-1716		314031	35.00	USD	35.00	USD
Ad Hoc Payment: ROCIO TREVINO - 03/11/2026	Complete	ROCIO TREVINO	Ad Hoc Payment	Check	03/11/2026		25-CR-1401		314023	1,012.00	USD	1,012.00	USD
Ad Hoc Payment: City of Texas City - 03/11/2026	Complete	City of Texas City	Ad Hoc Payment	Check	03/11/2026		MD-0421065		314008	30.00	USD	30.00	USD
Ad Hoc Payment: GALVESTON LIFEGUARDING ASSOCIATION - 03/11/2026	Complete	GALVESTON LIFEGUARDING ASSOCIATION	Ad Hoc Payment	Check	03/11/2026		24-CR-3597		314012	600.00	USD	600.00	USD
Ad Hoc Payment: MORIAH FREEMAN - 03/11/2026	Complete	MORIAH FREEMAN	Ad Hoc Payment	Check	03/11/2026		MD-0423100		314021	252.00	USD	252.00	USD
Ad Hoc Payment: FIRST FINANCIAL ASSET MANAGMENT - 03/11/2026	Complete	FIRST FINANCIAL ASSET MANAGMENT	Ad Hoc Payment	Check	03/11/2026		22-CR-1374		314011	30.00	USD	30.00	USD
Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 03/11/2026	Complete	TEXAS DEPARTMENT OF PUBLIC SAFETY	Ad Hoc Payment	Check	03/11/2026		25-CR-1714		314030	41.00	USD	41.00	USD
Ad Hoc Payment: Tracey Yorio - 03/11/2026	Complete	Tracey Yorio	Ad Hoc Payment	Check	03/11/2026		MD-0407970		314032	82.68	USD	82.68	USD
Ad Hoc Payment: KAREN GRISWOLD - 03/11/2026	Complete	KAREN GRISWOLD	Ad Hoc Payment	Check	03/11/2026		MD-0373096		314018	70.00	USD	70.00	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: JESUS DE HOYOS - 03/11/2026	Complete	JESUS DE HOYOS	Ad Hoc Payment	Check	03/11/2026		24-CR-2078		314016	35.00	USD	35.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 03/11/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	03/11/2026		24-CR-4870		314029	30.00	USD	30.00	USD
Ad Hoc Payment: HERBERT BANUELOS - 03/11/2026	Complete	HERBERT BANUELOS	Ad Hoc Payment	Check	03/11/2026		15-CR-0738		314013	149.69	USD	149.69	USD
Ad Hoc Payment: Texas Department of Public Safety - 03/11/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	03/11/2026		15-CR-0738		314028	0.31	USD	0.31	USD
Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 03/11/2026	Complete	TEXAS DEPARTMENT OF PUBLIC SAFETY	Ad Hoc Payment	Check	03/11/2026		25-CR-4543		314027	27.00	USD	27.00	USD
Ad Hoc Payment: Elric M. King - 03/11/2026	Complete	Elric M. King	Ad Hoc Payment	Check	03/11/2026		MD-0418089		314010	50.00	USD	50.00	USD
Ad Hoc Payment: JCPENNY - 03/11/2026	Complete	JCPENNY	Ad Hoc Payment	Check	03/11/2026		20-CR-0296		314014	79.13	USD	79.13	USD
Ad Hoc Payment: Texas Department of Public Safety - 03/11/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	03/11/2026		25-CR-0480		314026	75.00	USD	75.00	USD
Ad Hoc Payment: U.S. Postal Service - 03/11/2026	Complete	U.S. Postal Service	Ad Hoc Payment	Check	03/11/2026		23-CR-3349		314033	300.00	USD	300.00	USD
Ad Hoc Payment: NATION UNION FIRE INS. CO. OF PITTSBURG, PA. - 03/11/2026	Complete	NATION UNION FIRE INS. CO. OF PITTSBURG, PA.	Ad Hoc Payment	Check	03/11/2026		23-CR-0185		314022	1,620.00	USD	1,620.00	USD
Ad Hoc Payment: JEFFREY SMITH - 03/11/2026	Complete	JEFFREY SMITH	Ad Hoc Payment	Check	03/11/2026		25-CR-0178		314015	560.50	USD	560.50	USD
Ad Hoc Payment: Marvin Calix - 03/11/2026	Complete	Marvin Calix	Ad Hoc Payment	Check	03/11/2026		MD-0418914		314019	157.60	USD	157.60	USD
Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 03/11/2026	Complete	TEXAS DEPARTMENT OF PUBLIC SAFETY	Ad Hoc Payment	Check	03/11/2026		25-CR-2383		314025	30.00	USD	30.00	USD
Ad Hoc Payment: Daniel Shroeder - 03/11/2026	Complete	Daniel Shroeder	Ad Hoc Payment	Check	03/11/2026		MD-0396534		314009	10.00	USD	10.00	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: Miriam Perez - 03/11/2026	Complete	Miriam Perez	Ad Hoc Payment	Check	03/11/2026		MD-0427554		314020	250.00	USD	250.00	USD
Ad Hoc Payment: SALVATION ARMY - 03/11/2026	Complete	SALVATION ARMY	Ad Hoc Payment	Check	03/11/2026		25-CR-3834		314024	65.00	USD	65.00	USD
Ad Hoc Payment: Van Ness Brooke - 03/11/2026	Complete	Van Ness Brooke	Ad Hoc Payment	Check	03/11/2026		20-CR-3684		314034	100.00	USD	100.00	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 - 03/13/2026 12:04 PM	27	6,191.91	USD	03/13/2026 02:04:36 PM	Ad Hoc Payment - Odyssey - 03/13/2026 12:04 PM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 03/13/2026, 12:04 PM	27	6,191.91	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	03/13/2026 02:04:00 PM	03/14/2026	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Not Required		03/14/2026		0	
Print Checks Task	Print Checks	Step Completed	03/13/2026 02:04:37 PM	03/13/2026	Mien Tran	1	
Print Checks Task	Service: Remittance	Step Completed	03/13/2026 02:04:37 PM	03/14/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 03/13/2026 for $6,191.91	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

Receive and file Summary of Biweekly Personnel Movements pay period #06, February 26 - March 11, 2026, submitted by Human Resources.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/19/26 10:34 am

Biweekly Movement for New Hires PP#06 - 02/26/2026 - 03/11/2026

Department	Employee	Hire Date	Job Profile	Salary
Sheriff's Office	Bianca Carrasco	2/26/2026	Corrections Officer I	$53,316.00
Sheriff's Office	Courtney Campbell	2/26/2026	Corrections Officer II	$58,706.00
Sheriff's Office	Haris Mustafa	2/26/2026	Corrections Officer I	$53,316.00
Sheriff's Office	John Thorn	2/26/2026	Corrections Officer I	$53,316.00
Sheriff's Office	Logan Guidry	2/26/2026	Corrections Officer I	$53,316.00
Sheriff's Office	Richard Rosser	2/26/2026	Deputy - Part Time	$30/hour worked

Biweekly Movement for Personnel Movement PP#06 - 02/26/2026 - 03/11/2026

Department	Employee	Transfer Date	Job Profile	Salary	Reason
Sheriff's Office	Brian Pearcy	3/2/2026	Sergeant Sheriff	$95,000.00	Promotion
Sheriff's Office	Cody Cappadona	2/26/2026	Corrections Officer III	$64,097.00	Promotion
Sheriff's Office	Courtney Campbell	2/26/2026	Corrections Officer II	$58,706.00	Promotion
Sheriff's Office	Elias Cazares	3/2/2026	Captain Sheriff	$125,000.00	Promotion
Sheriff's Office	Elisa Olivarez	2/26/2026	Corrections Officer III	$64,097.00	Reassignment
Sheriff's Office	Gabriel Garza	3/2/2026	Investigator	$90,000.00	Promotion
Sheriff's Office	Ira Fowler	3/2/2026	Lieutenant Sheriff	$110,000.00	Promotion
Road & Bridge	Joshua Bracknell	2/26/2026	Drainage Manager	$61,457.00	Promotion
Sheriff's Office	Kelcie Miller	3/2/2026	Major Sheriff	$135,000.00	Promotion
Sheriff's Office	Kendrick Hardy	2/26/2026	Corrections Officer I	$53,316.00	Reassignment
Sheriff's Office	Maurice Gonzalez	2/26/2026	Corrections Officer II	$58,709.00	Promotion
Sheriff's Office	Robert Minor	2/26/2026	Deputy Sheriff - T5	$85,000.00	Promotion

Biweekly Movement for Terminations PP#06 - 02/26/2026 - 03/11/2026

Department	Employee	Termination Date	Job Profile	Salary
Sheriff's Office	Aidan Clanton	2/26/2026	Corrections Officer I	$53,316.00
Information Technology	Christopher Peters	2/27/2026	IT Security Engineer	$96,267.00
District Attorney's Office	Johnny Freeze	3/11/2026	Chief Investigator - DA	$113,766.00
Parks & Cultural Services	Julie Walker	3/11/2026	Director County Parks	$132,433.74
District Attorney's Office	Kayla Watson	3/11/2026	First Assistant District Attorney	$171,522.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Consideration of approval of a resolution naming April 30 as National Therapy Animal Day submitted by Commissioner Pct. 2

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/19/26 10:57 am
2	Dianna Martinez	Approve	3/20/26 10:11 am

COUNTY OF GALVESTON

On this day, the 30th of March 2026, the **Commissioners' Court** of **Galveston County, Texas,** convened in a specially scheduled meeting with the following members thereof present:

Mark A. 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; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, thousands of Pet Partners therapy animal teams serve communities across the United States, providing comfort, connection, and support to individuals of all ages; and

Whereas Pet Partners has designated April 30 as **National Therapy Animal Day**, a day to honor the extraordinary impact of therapy animals and their handlers; and

Whereas, scientific research demonstrates that interacting with therapy animals can reduce stress, relieve depression, slow heart rate, lower blood pressure, and strengthen the immune system, thereby contributing to improved physical and emotional well-being; and

Whereas, therapy animal teams in Galveston County play an essential role in enhancing human health and quality of life through the human-animal bond; and

Whereas these teams provide meaningful interaction to veterans, seniors, patients, students, and individuals approaching the end of life, offering comfort, companionship, and healing during times of need; and

Whereas, the exceptional therapy animals who partner with their dedicated human handlers bring joy, reassurance, and emotional support to countless individuals throughout our community; and

Whereas, Galveston County encourages more pet owners to consider becoming Pet Partners volunteers to expand access to therapy animal visits and strengthen the well-being of our residents.

Now, Therefore, Be It Resolved, that the **Commissioners' Court of Galveston County, Texas**, does hereby proclaim **April 30, 2026**, as **National Therapy Animal Day** in Galveston County, and encourages all residents to recognize and celebrate the contributions of therapy animals and their handlers. The Commissioners Court further expresses its sincere appreciation for the service of therapy animal teams in our community and across the nation.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 30th day of March 2026.

Attest:

County of Galveston, Texas

By:

_____
Dwight D. Sullivan, County Clerk

_____
Mark A. Henry, County Judge

_____
Darrell A. 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
*9.

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

Consideration of a resolution proclaiming April as Fair Housing Month submitted by Grants Administration

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/18/26 2:39 pm
2	Dianna Martinez	Approve	3/18/26 4:02 pm

COUNTY OF GALVESTON

On this, the 30th day of March 2026, the **Commissioners' Court of Galveston County, Texas,** convened in a specially scheduled meeting with the following members thereof present:

Mark A. 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; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Galveston County, Texas, does hereby proclaim **April** as **Fair Housing Month** in Galveston County, and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

UPON MOTION DULY MADE AND SECONDED, the above Resolution was unanimously passed on this 30th day of March 2026.

Attest:

County of Galveston, Texas

By:

_____
Dwight D. Sullivan, County Clerk

_____
Mark A. Henry, County Judge

_____
Darrell A. 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
*10.

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

Consideration of a resolution in support of the Lonestar Property Tax Reform Council submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 3:24 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Consideration of accepting a donation of 15 Live Oak trees to be planted at Bayside Regional Park, from Clear Falls High School Tree Club, submitted by Parks and Cultural Services Department.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/19/26 10:35 am

Proposal to Plant Trees

Dear commissioners, I’m the president of Tree Club at clear falls high school. Our club plants trees in public spaces, we provide the trees and plant them whenever we’re allowed to. We would like to plant 15 live oak trees at Bayside Park, and we understand that we need permission from the commissioner’s court to do so. It would be no cost to the county, and our club members will plant them. Please let me know if the county is willing to give us permission to do this.

Sincerely, Genesis Hootman

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Consideration of the approval of appointments of Deputies pursuant to Local Govt Code 86.011 & 86.012 submitted by Constable Pct. 2

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/19/26 10:51 am
2	Dianna Martinez	Approve	3/19/26 3:56 pm

PAUL J. EDINBURGH
CONSTABLE PRECINCT 2
GALVESTON COUNTY

11730 Highway 6, Santa Fe, Texas, 77510
Phone: (409) 770-5477 ~ Fax: (409) 770-5996

1922 Sealy, Galveston, Texas, 77550
Phone: (409) 766-2240 ~ Fax: (409) 766-6229

Request for Deputy

To the Commissioners Court of Galveston County, Texas

Pursuant to Section 86.011 and 86.012 of the Local Government Code of the State of Texas, I am applying to the Commissioners Court of Galveston County, Texas to allow the appointment of **Robert Judson** to the position of Deputy Constable in the Galveston County Precinct 2 Constable's Office.

The applicant possesses an active Texas Peace Officer's License and is in good standing with the Texas Commission on Law Enforcement (TCOLE). The applicant has successfully passed all criminal and background checks and investigations statewide as well as the National Decertification Index required by TCOLE.

Galveston County provides public official position schedule bonds for Galveston County Precinct 2 Constable's Office so additional bonding is not required.

The applicant will be required to take the official Oath of Office (Texas Form 2204) and has signed the Statement of Officer (Texas Form 2201). The Oath, Statement, and Appointment will be filed with the County Clerk's office.

Signed: Paul Edinburgh
Paul Edinburgh, Constable Precinct 2

Date: 3-10-26

Sworn to and subscribed before me, this the 10 day of March, 2024

Notary Public in and for, Galveston County, Texas

YESENIA L. JUAREZ
Notary Public, State of Texas
Comm. Expires 08-29-2028
Notary ID 130799386

My Commission Expires 8-29-28

Printed Name Yesenia L. Juarez

Signature of Notary

Appointment Authorized

Name: _____ Title: _____

Signed: _____ Date: _____

paul.edinburgh@co.galveston.tx.us

PAUL J. EDINBURGH
CONSTABLE PRECINCT 2
GALVESTON COUNTY

11730 Highway 6, Santa Fe, Texas, 77510
Phone: (409) 770-5477 ~ Fax: (409) 770-5996

1922 Sealy, Galveston, Texas, 77550
Phone: (409) 766-2240 ~ Fax: (409) 766-6229

Request for Deputy

To the Commissioners Court of Galveston County, Texas

Pursuant to Section 86.011 and 86.012 of the Local Government Code of the State of Texas, I am applying to the Commissioners Court of Galveston County, Texas to allow the appointment of **Joseph Millo** to the position of Deputy Constable in the Galveston County Precinct 2 Constable's Office.

The applicant possesses an active Texas Peace Officer's License and is in good standing with the Texas Commission on Law Enforcement (TCOLE). The applicant has successfully passed all criminal and background checks and investigations statewide as well as the National Decertification Index required by TCOLE.

Galveston County provides public official position schedule bonds for Galveston County Precinct 2 Constable's Office so additional bonding is not required.

The applicant will be required to take the official Oath of Office (Texas Form 2204) and has signed the Statement of Officer (Texas Form 2201). The Oath, Statement, and Appointment will be filed with the County Clerk's office.

Signed: Paul Edinburgh Date: 3-10-26

Paul Edinburgh, Constable Precinct 2

Sworn to and subscribed before me, this the 10 day of March, 2026

Notary Public in and for, Galveston County, Texas

YESENIA L. JUAREZ
Notary Public, State of Texas
Comm. Expires 08-29-2028
Notary ID 130799386

My Commission Expires 8-29-28

Printed Name Yesenia L. Juarez

Signature of Notary

Appointment Authorized

Name: _____ Title: _____

Signed: _____ Date: _____

paul.edinburgh@co.galveston.tx.us

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Consideration of approval of Microsoft Enterprise Agreement Volume Licensing Program Signature Form with SHI Govt Solutions submitted by Information Technology

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/18/26 2:37 pm
2	Dianna Martinez	Approve	3/19/26 11:01 am

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	4942672

AMD000487572

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Product Selection Form	3143487.006_PSF
Enterprise Amendment	M97, M423 - (89619817)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Galveston
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature Charles Watson **Printed First and Last Name** Charles Watson **Printed Title** Microsoft Authorized Signatory **Signature Date** 03-18-2026 (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	89619817
Previous Enrollment number *(Reseller to complete)*	61941457

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Electronically Submitted

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Galveston
Contact name: First* Firas **Middle** **Last*** Azez
Contact email address* Firas.Azez@galvestoncountytx.gov
Street address* 722 Moody Ave
City* Galveston
State* TX
Postal code* 77550-2317-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 4097706233
Tax ID
Work or School (WSA) Account ID Firas.Azez@galvestoncountytx.gov
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Firas **Middle** **Last*** Azez
Contact email address* Firas.Azez@galvestoncountytx.gov
Street address* 722 Moody Ave
City* Galveston
State* TX
Postal code* 77550-2317-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 4097706233
Work or School (WSA) Account ID Firas.Azez@galvestoncountytx.gov
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Firas **Middle** **Last*** Azez
Contact email address* Firas.Azez@galvestoncountytx.gov
Phone* 4097706233
Work or School (WSA) Account ID Firas.Azez@galvestoncountytx.gov
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* SarahLatini
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Sarah Latini

Printed name* Sarah Latini
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3143487.006

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	1,470	1,470	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G5 GCC	97
M365 G5 GCC FromSA Renewal	1,373

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1470	1470	1470	1470

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number

AMD000487572

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
3MS-00001	Exchange Online P1 GCC Sub Per User	20	20
AAL-45735	M365 G5 GCC Sub Per User	20	77
7VX-00001	Planner & Project P5 GCC Sub Per User	5	10
HJR-00002	Power BI Premium EM1 GCC Sub	1	0
LM9-00029	Teams Domestic Calling Plan GCC Sub Phone System Per User	10	0
AAL-48033	M365 G5 FSA Renewal GCC Sub Per Userone System Per User	0	1,373
EP2-24658	M365 Copilot GCC Sub Add-on	5	15
WFK-00004	Teams Premium GCC Legacy Sub Per User	10	40
VRM-00001	Win OLS Activation User GCC Sub Per User	20	1,450

Enterprise Enrollment
Multiple Azure Billing Tenants Under a Single Enrollment
Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

a. **Tenant Affiliate Access and Enrolled Affiliate Obligations**. Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.

b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).

c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.

d. **Purchasing**

   (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.

   (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.

   (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.

   (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.

e. **Orders**. Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments.

Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.

g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.

h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime
"(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Oct2025)(IU).docx"		M423	Lime

This Tenant Information - Excel Form must be used with the Multi-Tenant Enrollment Amendment (M130/M423/H21/M459/Add Tenant Form) to be valid - If the Online service Manager Contact is a third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and its Affiliates.

File Version: August_2025

Registration ID (required only in 25 countries)	Prior Enrollment (if renewal)	Tenant Affiliate Name (will be used as Tenant ID Name in CPS)*	Contact First Name*	Contact Last Name*	Online Service Manager Email*	Cloud Scope*
		Azure Government	Firas	Azez	azuremailus@galvestoncountytx.gov	Government

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: County of Galveston
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	61941457	X	X

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Consideration for authorization for a 90-day extension on RFP #B232012, Local Trucking Services submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/19/26 4:08 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

March 30, 2026

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B232012 Local Trucking Services
Contract #CM23157

Gentlemen,

The contract associated with RFP #B232012 Local Trucking Services is scheduled for a 90-day extension from March 20, 2026 through June 20, 2026. The contracted vendor for this service is Contreras Trucking, LLC.

No amendments to the contract have been requested at this time.

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street) Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

March 30, 2026

Re: **90-Day Contract Extension – RFP B232012, Local Trucking Services**

To J.R. Contreras Trucking, LLC:

Galveston County hereby issues this formal notice of a **90-day extension** to the current agreement between Galveston County and **J.R. Contreras Trucking, LLC** for **Local Trucking Services**, originally awarded under **RFP B232012.**

This extension is made in accordance with the terms of the existing agreement and is intended to ensure continuity of services while the County completes its ongoing procurement and administrative processes. The extension period will begin on **March 20, 2026,** and will continue through **June 20, 2026**, unless terminated earlier in accordance with the contract.

All terms, conditions, pricing, service levels, and obligations outlined in the existing agreement shall remain in full force and effect throughout the extension period.

By signing below, the Vendor confirms:

- Acceptance of the 90-day extension period beginning **March 20, 2026,** and ending **June 20, 2026.**
- Agreement that all terms, conditions, pricing, and obligations of the existing contract remain in full force and effect throughout the extension period.
- Confirmation that services will continue without interruption during the extension period.

Vendor:
J.R. Contreras Trucking, LLC

Jairo Omar Reyes Urias or
Monica Reyes Urias

3-19-2026
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Consideration for authorization to extend the contract for ITB 24-030 Recycled Crushed Concrete/Concrete Flexible Base submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/18/26 4:07 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

March 30, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: ITB 24-030, Recycled Crushed Concrete/Concrete Flexible Base
Contract #CM25064

Gentlemen,

The contract associated with ITB 24-030, Recycled Crushed Concrete/Concrete Flexible Base is scheduled for its first extension on February 3, 2026. The contracted vendor for this service is Texas Materials Group, Inc.

No amendments to the contract have been requested at this time.

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

THE COUNTY OF GALVESTON

FRANCISCO RODRIGUEZ
PURCHASING AGENT
COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
GALVESTON, TEXAS 77550

Monday, February 2, 2026

TEXAS MATERIALS GROUP INC.
DBA: TEXAS MATERIALS, TEXAS CONCRETE, TEXAS BIT
1320 ARROW POINT DR. STE 600
CEDAR PARK, TX 78613

Sent via email to: cestes@texasmaterials.com

Subject: Award Term Notice of Renewal
RE: Contract # CM25064/ Bid # 24-030 - Recycled Crushed Concrete/ Concrete Flexible Base

Dear Ms. Estes,

Pursuant to **Contract No. CM25064, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **February 02, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez Benitez** at Elmi.Perez@galvestoncountytx.gov / (409) 770-5378 or **Ms. Melissa Fleming** at melissa.fleming@galvestoncountytx.gov / (409) 770-5375.

We value your continued partnership and look forward to another year of productive collaboration in service to Galveston County.

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

Texas Material Group, Inc. dba Texas Materials - Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Signature of Authorized Officer or Agent

Key Account Manager
Title

Phillip King
Name

2-09-2026
Date

Commissioner Court Members: County Judge, Mark Henry
Commissioner, Precinct 1, Honorable Darrell A. Apffel
Commissioner, Precinct 2, Honorable Joe Giusti
Commissioner, Precinct 3, Honorable Hank Dugie
Commissioner, Precinct 4, Honorable Robin Armstrong, M.D.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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	3/20/26 9:40 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

March 30, 2026

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: Thursday, March 19, 2026 3:51 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 3/30/2026: 190100 County Eng Surp 20250330
Attachments: 190100 County Eng Surp 20250330.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**190100 County Eng Surp 20250330.pdf**):

- 1 glass top San Luis Table

Thanks!

PROPERTY DISPOSAL REPORT

DATE: 03/18/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 190100, County Engineers Elizabeth Robertson E Robertson
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 - Glass top San Luis table
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: _____

From: 190100, County Engineers Location: 722 Moody, STE 1
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

3/18/2026
Date Form Processed

Edward J. Robinson
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 03/18/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: E Robertson (Authorized Signature) Elizabeth Robertson (Print Name) 190100, County Engineers (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: Glass top San Luis table

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Office furniture

Reason for Disposal: 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

3/18/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

San Luis Pass

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, March 19, 2026 3:58 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 3/30/2026: 172111, Fleet (3) Tahoe storage
Attachments: 172111, Fleet (3) Tahoe storage .pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**172111, Fleet (3) Tahoe storage.pdf**):

- (3) Tahoe storage boxes

Thanks!

PROPERTY DISPOSAL REPORT

DATE: 03/19/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111, Fleet Elizabeth Bryant
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 - (3) Tahoe storage
FAID No. & Description

Reason for disposal: No longer needed / outdated - does not fit current Tahoes

Serial No./VIN #: _____

From: 211101, Sheriff's Office Location: Old Skills garage
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

3/9/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 03/19/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Elizabeth Bryant 172111, Fleet
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: (3) Tahoe storage

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: No longer needed / outdated - does not fit current Tahoes

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

3/19/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, March 19, 2026 4:00 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 3/30/2026: 151800, Purchasing (3) standing desks
Attachments: 151800, Purchasing (3) standing desks.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**151800, Purchasing (3) standing desks.pdf**):

- (3) standing desks

Thanks!

PROPERTY DISPOSAL REPORT

DATE: 03/19/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 151800, Purchasing Francisco Rodriguez
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 - (3) standing desks
FAID No. & Description

Reason for disposal: No longer needed / uses too much space

Serial No./VIN #: _____

From: 151800, Professional Services Location: 5th Floor Old Courthouse
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

3/19/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 03/19/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Francisco Rodriguez 151800, Purchasing
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: (3) standing desks

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Raises work area for standing work

Reason for Disposal: No longer needed / uses too much space

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

3/19/2026
Date Form Processed

Edward J. [illegible]
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, March 19, 2026 4:32 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 3/30/2026: 127100, DA SURPLUS
Attachments: 127100, DA SURPLUS.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**127100, DA SURPLUS.pdf**):

	Qty	Asset Tag	Description	Serial #	Make	Model	
1	4		Office Chairs				
2	1		Photo x-ray machines	104443	MAXCENT	C-6102	
	1		Photo x-ray machines	104442	MAXCENT	C-6102	
3	2		VCR's	G61A23779	PANASONIC	PV-V45255	
4	1		DVD player	D10652359A	MAGNAVOX	MSR90D6	
5	2		Master cassette duplicators	031-0450273			
6	6		4 drawer File cabinets				
8	1		2 drawer file cabinet				
9	1		Micro cassette recorder	PK773414	PANASONIC	RR-900D	
10	1		Video/audio tape eraser				
11	3		Infinity foot pedal controls		PANASONIC	RP-2692	
	1		Foot Pedal control				
12	2		Small file cabinet tops				
13	2		Medium file cabinet tops				
14	2		Large file cabinet tops				
15	90		Blank cassette tapes				
16	29		Blank VHS tapes				
17	2		Audio adapters				
18	1		Table with file cabinet attached				
19	1		Black wooden shelf (Broken)				
20							
21							

Thanks!

PURCHASING
DEPARTMENT
THE STATE OF TEXAS
COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

PROPERTY DISPOSAL REPORT

DATE: 3.12.26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: District Attorney - Mitoshi Rowell
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: Office items no longer needed.
FAID No. & Description

Reason for disposal: old, out-dated, broken chairs, no longer needed.

Serial No./VIN #: _____

From: 127100 District Atty Location: 1000 Saltillo St Ste. 1001
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

3/19/2026
Date Form Processed

Edward J. Fike
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 3.12.26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Miyoshi Rougely (Authorized Signature) Miyoshi Rougely (Print Name) 127100, District Atty (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: See Attached log + Photos

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Office items; office chairs

Reason for Disposal: old; outdated items; broken chairs; no longer needed.

Is this item currently in sound working condition? ____ Yes ____✓ No

If no, please describe and list all defects. file cabinets - yes

outdated DVD + VHS players, outdated VHS tapes and Cassette tapes.

Other: older outdated office items

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

3/19/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

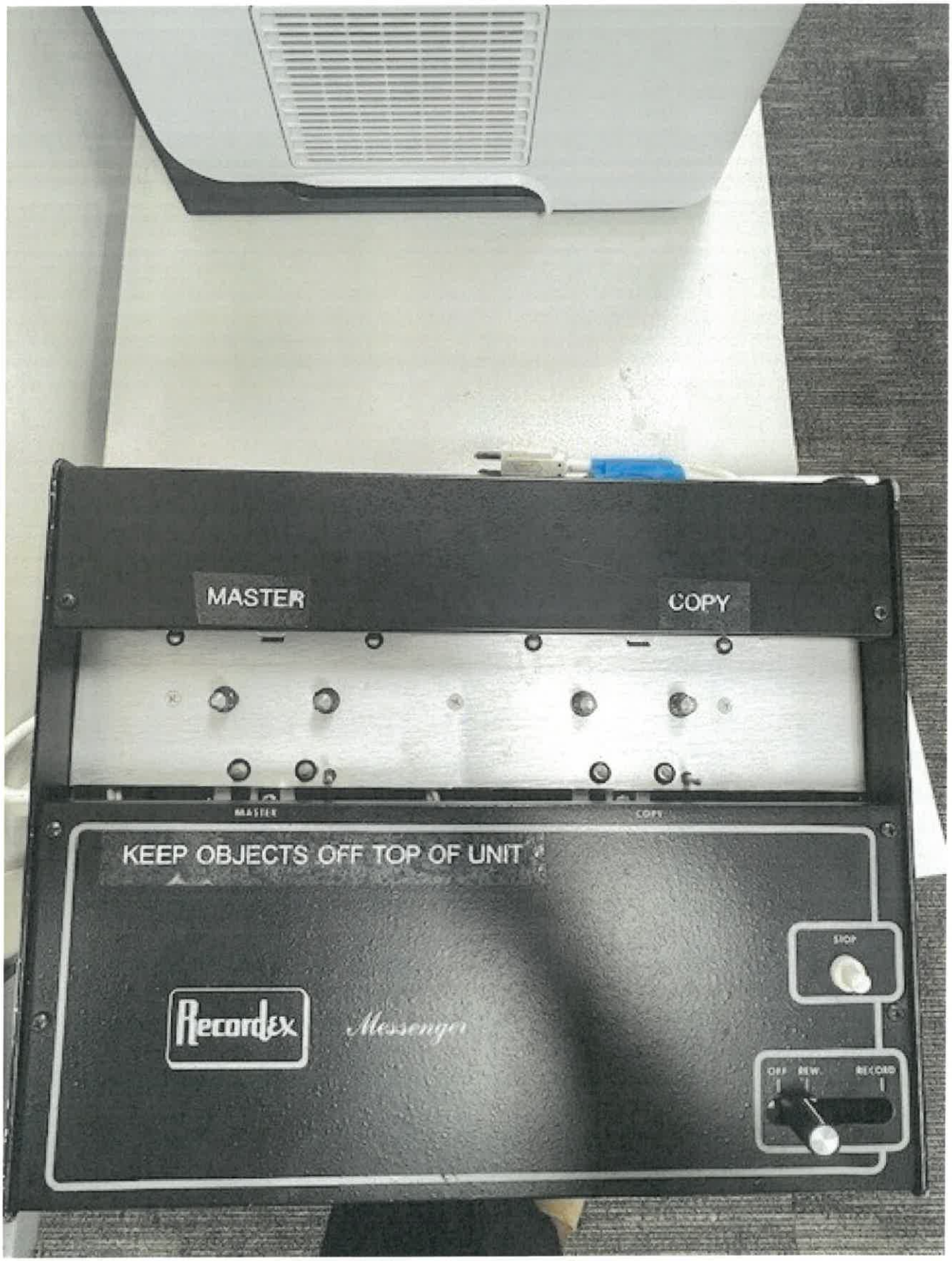
Form No. FA-10
04/20/2015

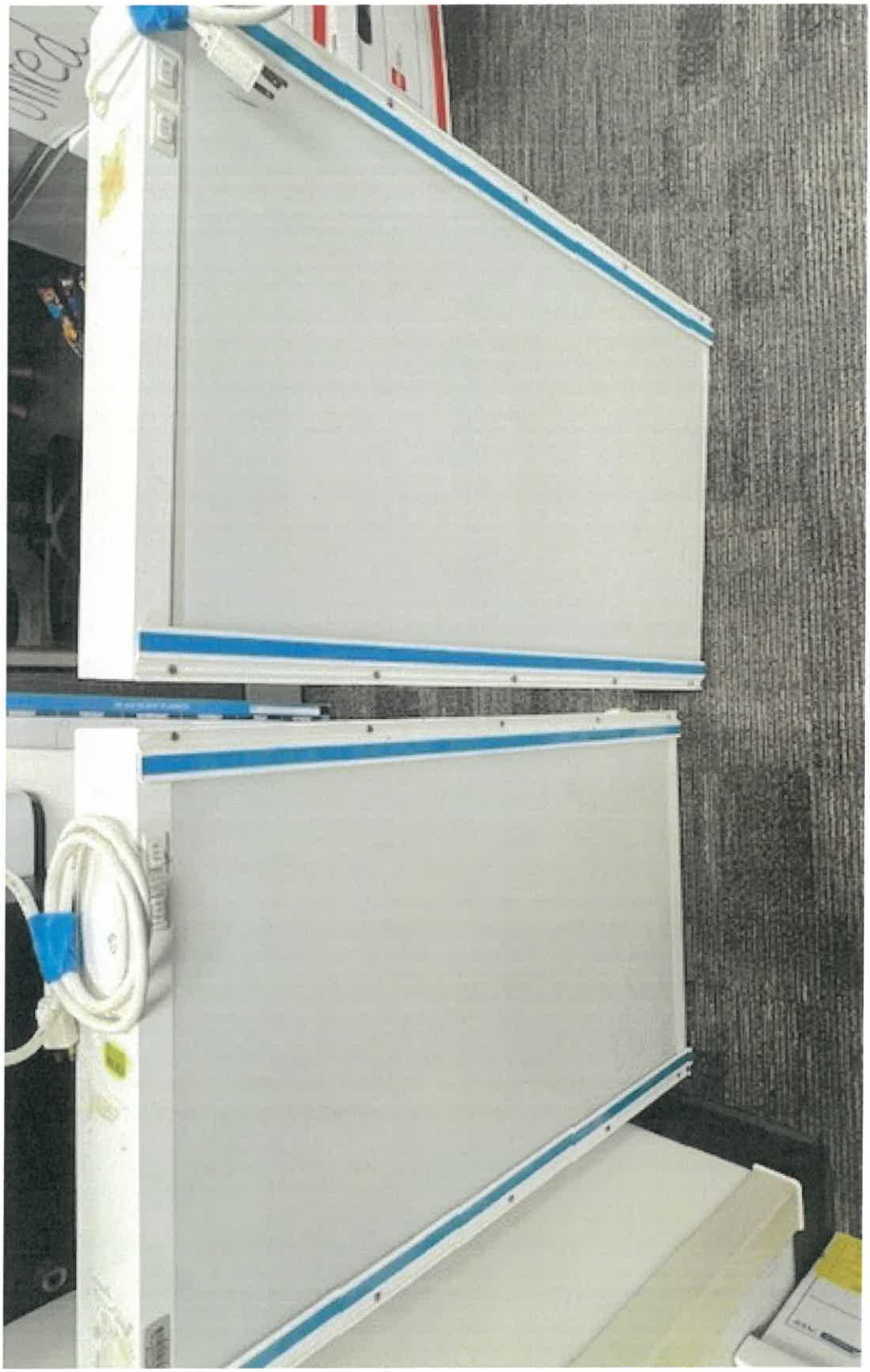
	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
1	4		Office Chairs				
2	1		Photo x-ray machines	104443	MAXCENT	C-6102	
	1		Photo x-ray machines	104442	MAXCENT	C-6102	
3	2		VCR's	G61A23779	PANASONIC	PV-V45255	
4	1		DVD player	D10652359A	MAGNAVOX	MSR90D6	
5	2		Master cassette duplicators	031-0450273			
6	6		4 drawer File cabinets				
8	1		2 drawer file cabinet				
9	1		Micro cassette recorder	PK773414	PANASONIC	RR-900D	
10	1		Video/audio tape eraser				
11	3		Infinity foot pedal controls		PANASONIC	RP-2692	
	1		Foot Pedal control				
12	2		Small file cabinet tops				
13	2		Medium file cabinet tops				
14	2		Large file cabinet tops				
15	90		Blank cassette tapes				
16	29		Blank VHS tapes				
17	2		Audio adapters				
18	1		Table with file cabinet attached				
19	1		Black wooden shelf (Broken)				
20							
21							
22							
23							
24							
25							
26							
27							
28							

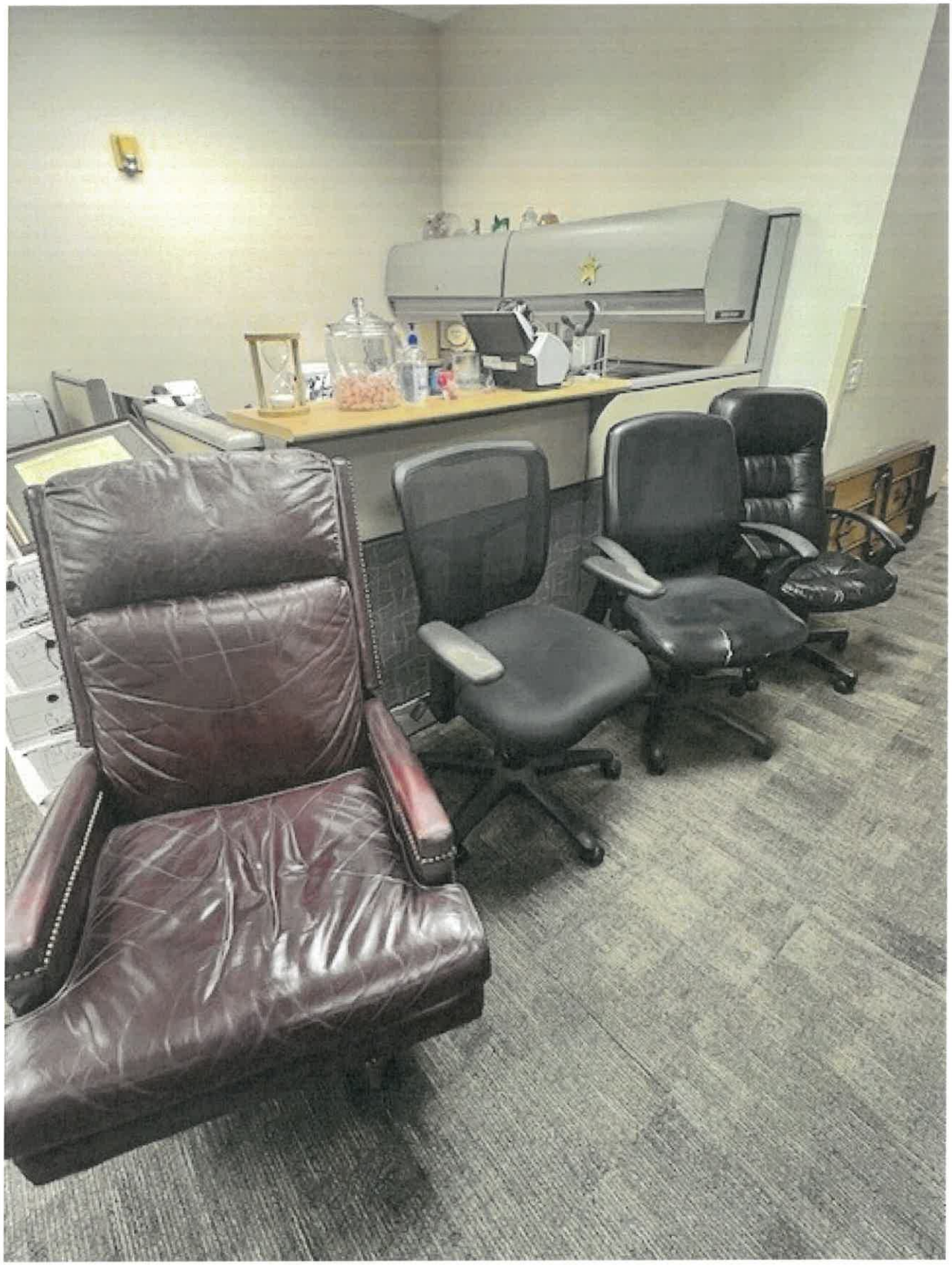
maxell
STANDARD GRADE
QUALITÉ STANDARD
VHS
maxell
STANDARD GRADE
T-120
FUJIFILM

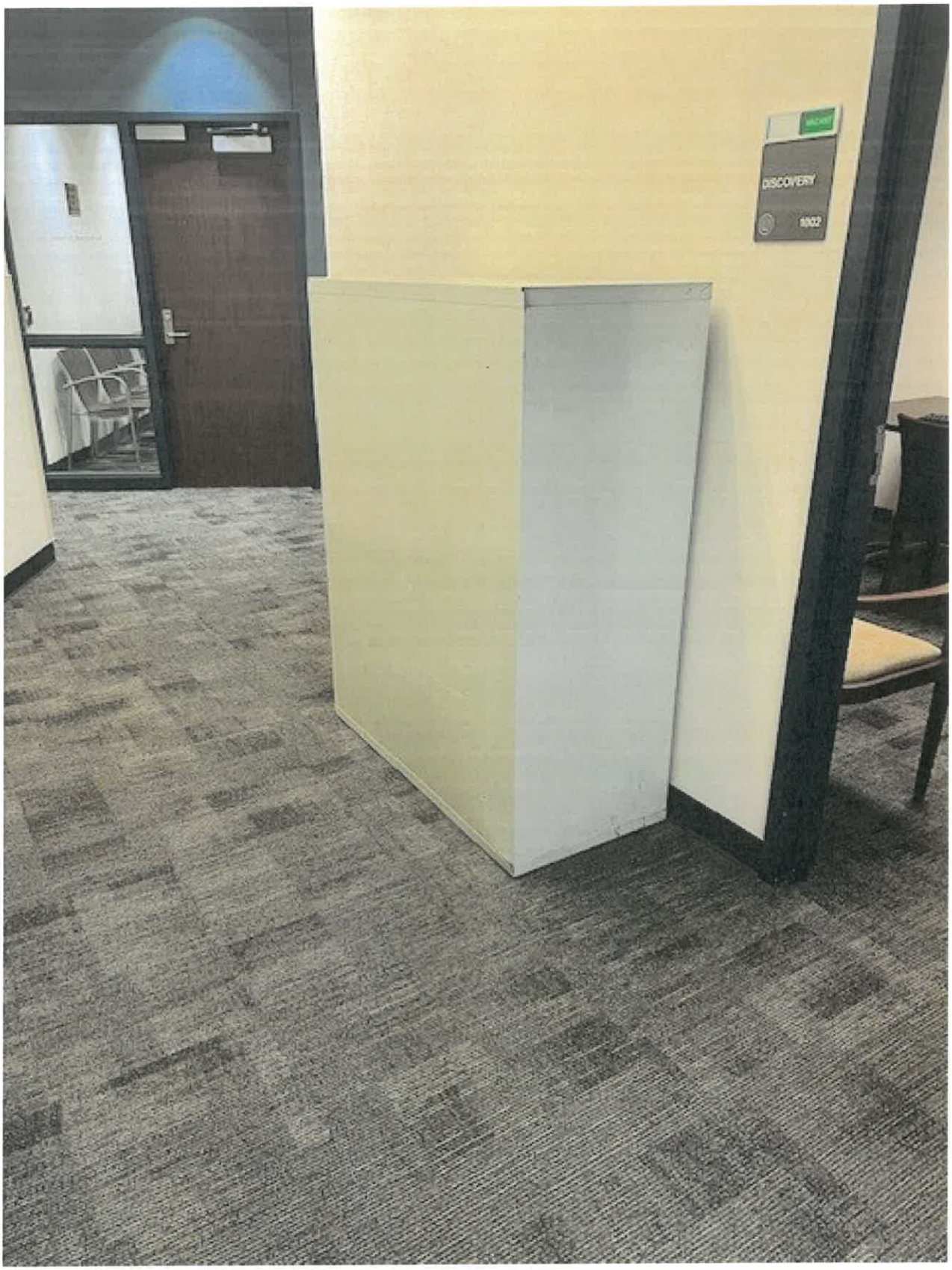
maxell UR 90
maxell UR90
maxell
UR
60
TDK
120
LN-90
SUPERIOR D90

COURIER II
MASTER
COPY
KEEP OBJECTS OFF OF TOP
Recordex


MASTER
COPY
KEEP OBJECTS OFF TOP OF UNIT
Recordex
Messenger
STOP
OFF REW. RECORD



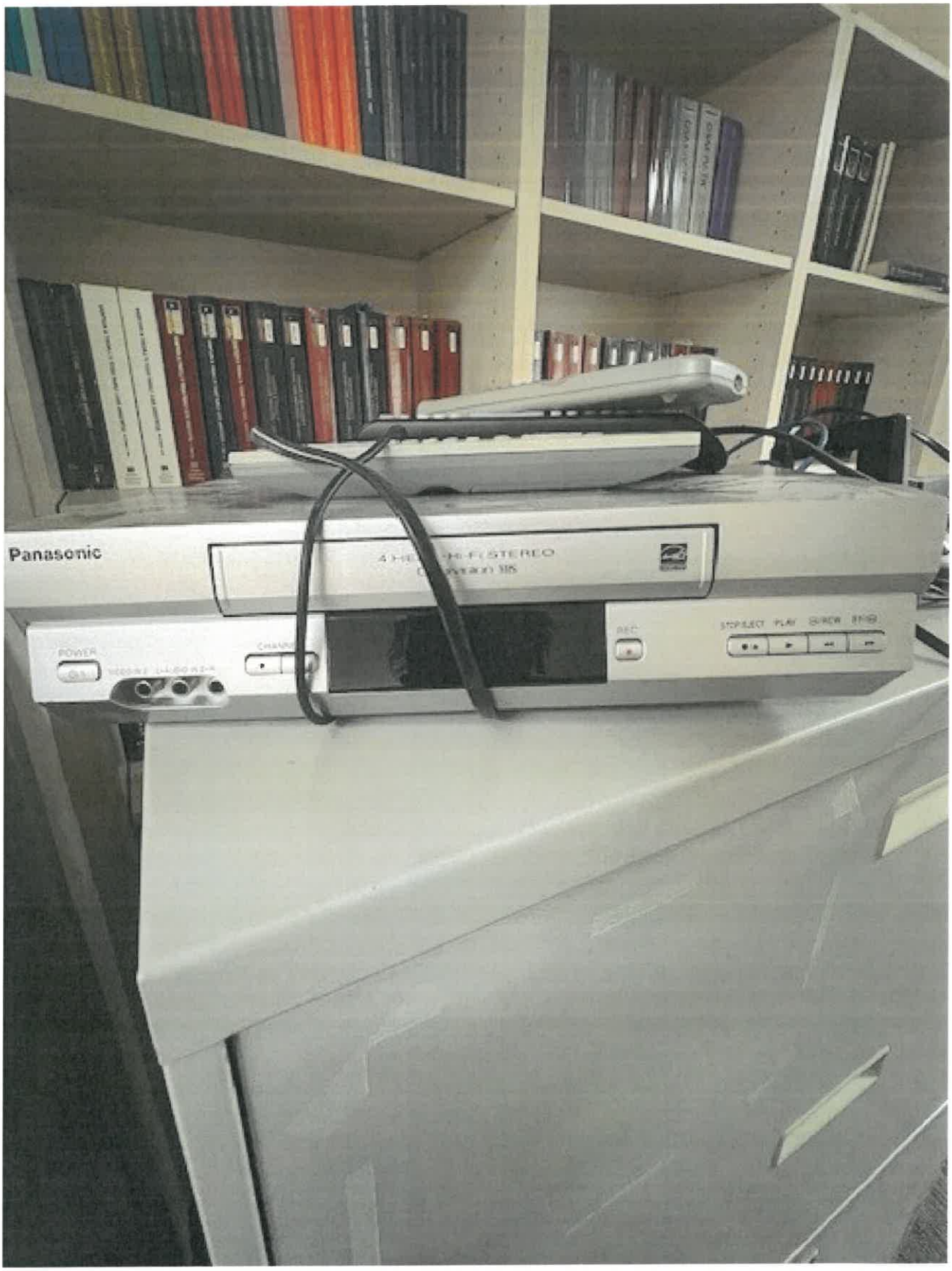


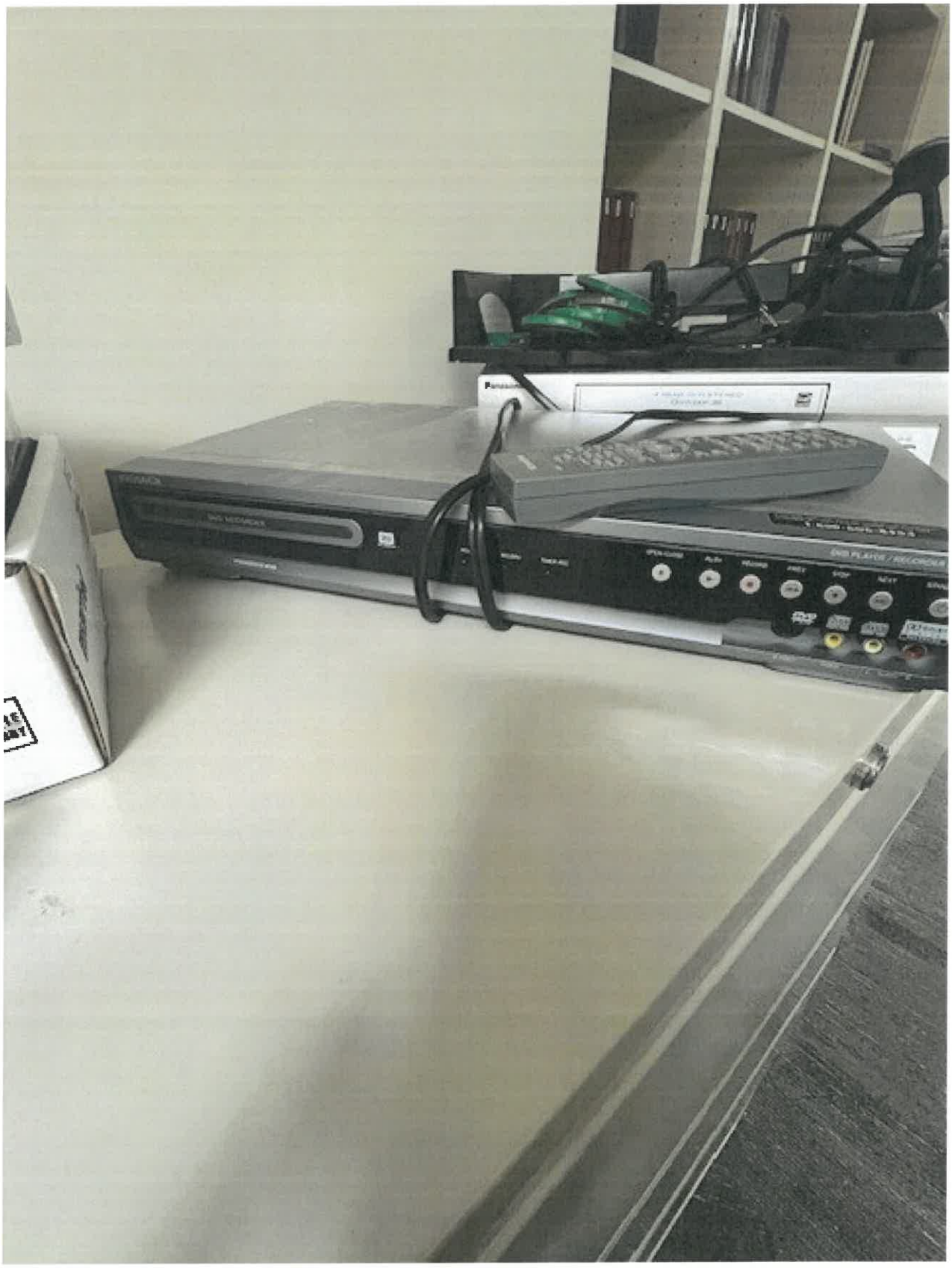

DISCOVERY

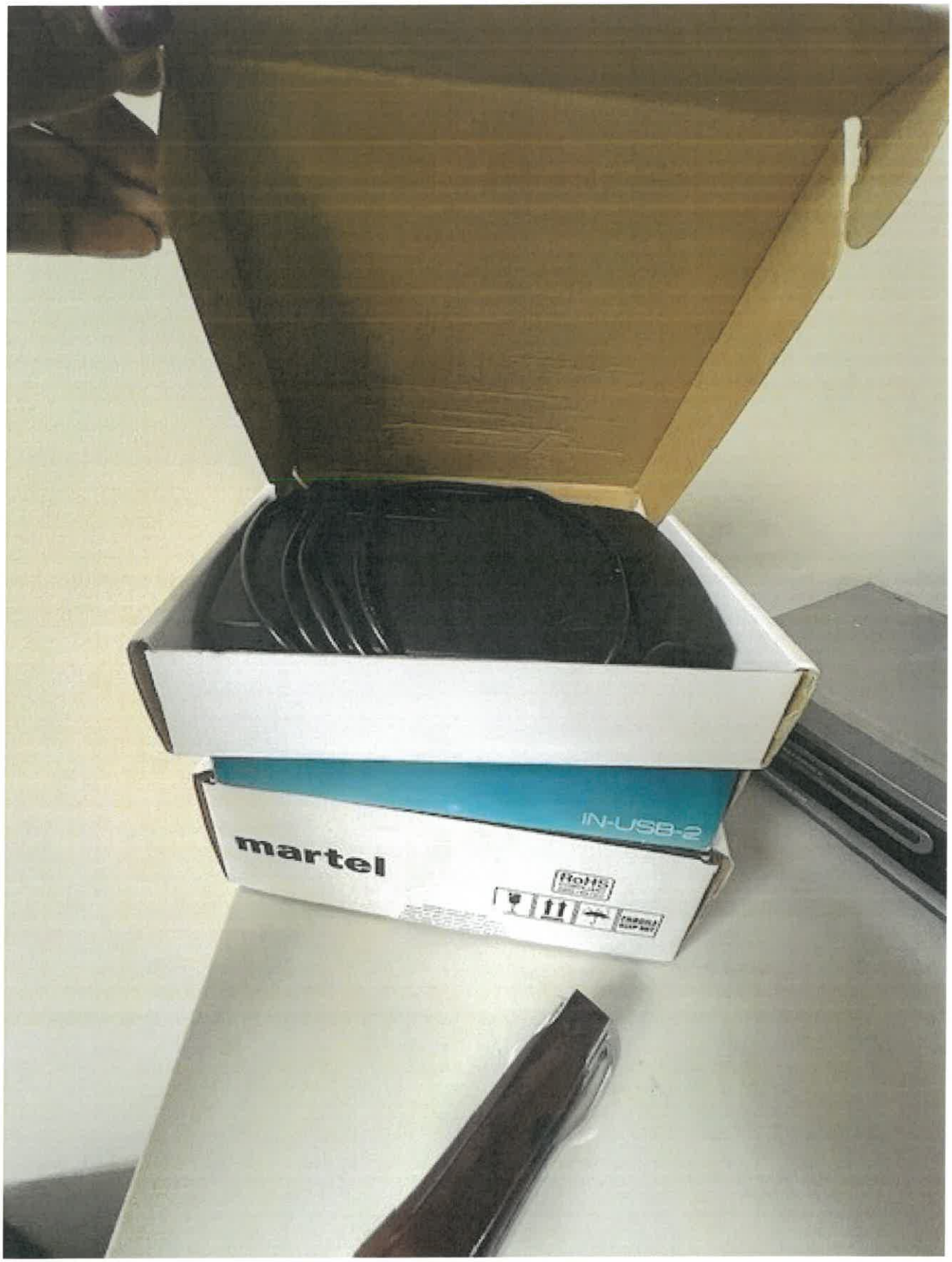
martel

POWER
POWER RUNNING REC
TAPE SPEED
SPEED CONTROL
TONE
VOLUME
BACK SPACE CONTROL
PAUSE
HOLD
LOCK
Panasonic
MICROCASSETTE TRANSCRIBER
RECORD
◄◄/CUE
◄PLAY
REV/►►
■STOP/▲EJECT
MIC

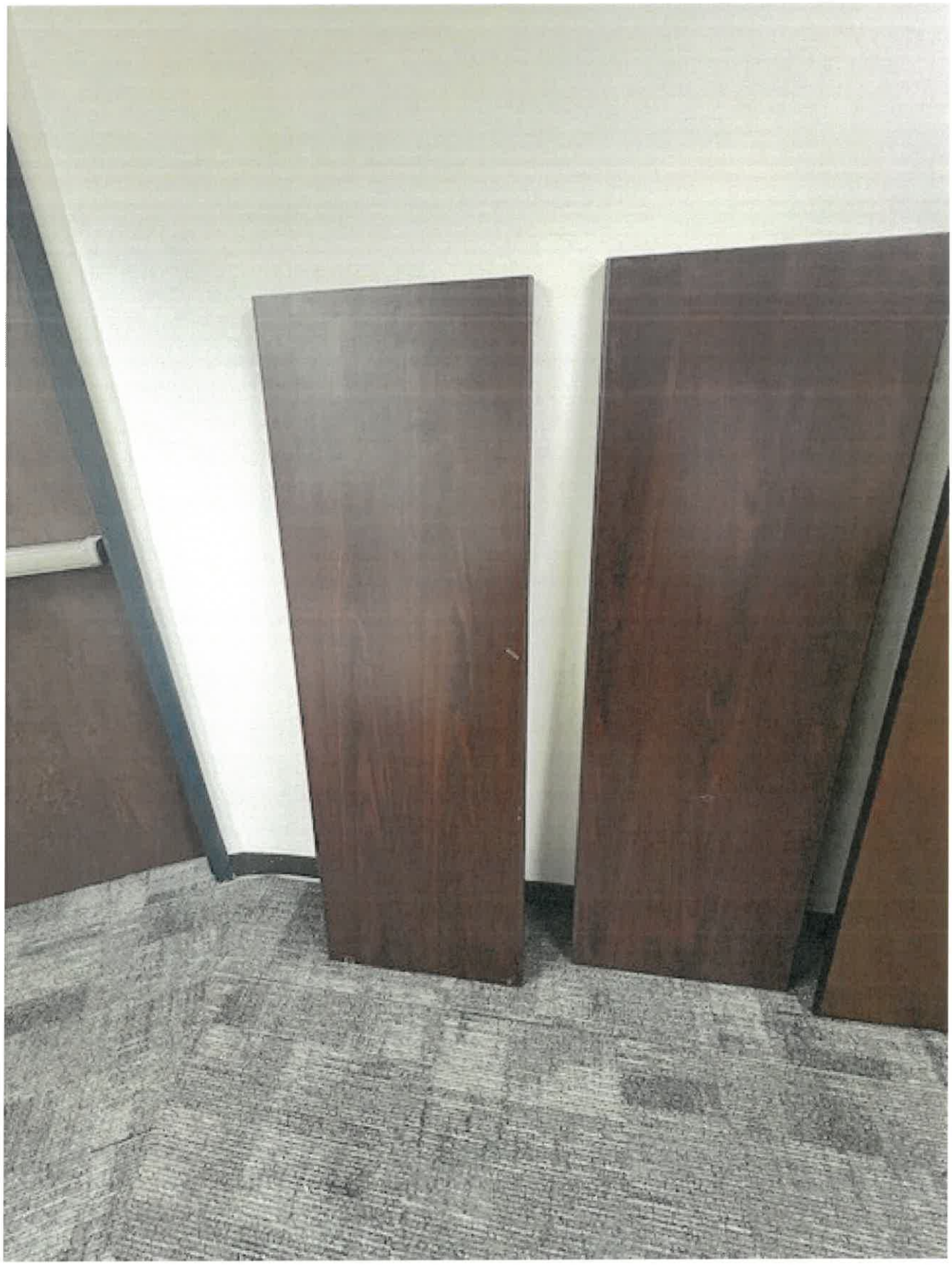
RadioShack
HIGH POWER VIDEO / AUDIO TAPE ERASER

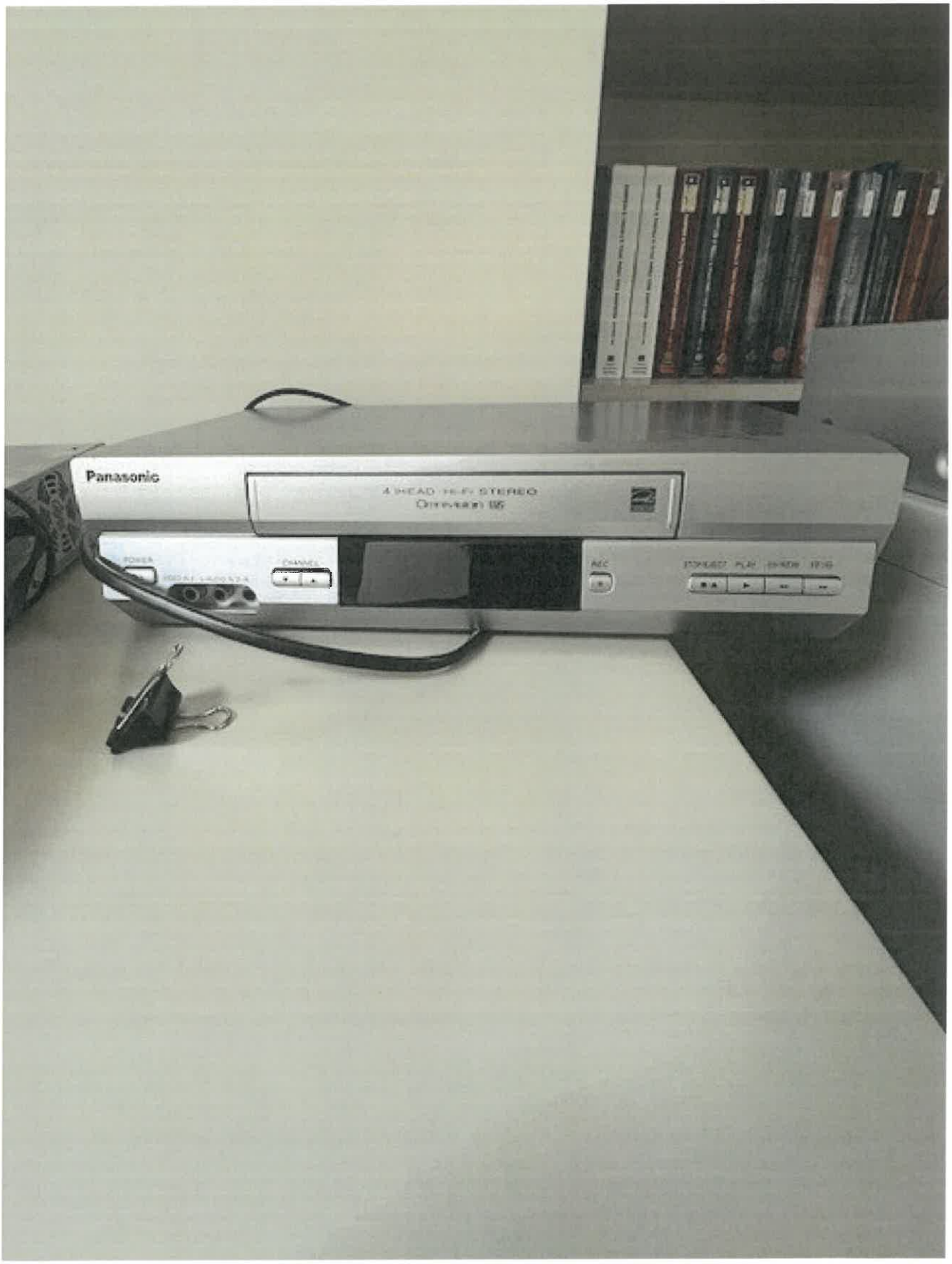

Panasonic
POWER




martel
IN-USB-2

INFINITY
Foot Control
INFINITY
for Infinite Performance
USB




Panasonic
4 HEAD HI-FI STEREO
REC

Nolan, Edward

From: Nolan, Edward
Sent: Thursday, March 19, 2026 4:42 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 3/30/2026: 151400, Professional Services lg desk
Attachments: 151400, Professional Services.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: **(51400, Professional Services lg desk.pdf)**:

- (1) large desks (with return)

Thanks!

PROPERTY DISPOSAL REPORT

DATE: 03/19/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 151400, Professional Services Diana Huallpa
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 - large desk w/ return
FAID No. & Description

Reason for disposal: No longer needed / too large for current needs

Serial No./VIN #: _____

From: 151400, Professional Services Location: 3rd Floor Old Courthouse
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

3/19/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 03/19/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Diana Huallpa 151400, Professional Services
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: large desk w/ return

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: No longer needed / too large

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

3/19/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

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

Grant Award/Agreement

1) **Court Date:** 3/30/2026
2) **Department:** Grants Administration
3) **Grant Agency: Texas Department of Agriculture (TDA)**
4) **Funding Source: CDBG- Community Development Fund 25-26 Cycle**
5) **Grant Start Date:** 2/1/2026
6) **Grant End Date:** 1/31/2028
7) **Program Year: FY2026**
8) **Program End Date:** 1/31/2028
9) **Renewal Grant: NEW**
10) **Contract #: CDV25-0224**
11) **Description: High Island Waterline Improvements in partnership with BPSUD**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type
14) **Grant Funded: $750,000**
15) **County Match Funded: $15,000 via MOU with BPSUD**
16) **Total Project Amount: $ 765,000**
17) **Assigned Department Contact: Miriam Moran**

County Funding Sources
18) **Match Fund:**
19) **Match Division:**

NOTES:
The Texas Department of Agriculture (TDA) requires an electronic signature by the County Judge to accept the terms of the subrecipient agreement, via TDA Contract number CDV25-0224. The agreement must be signed within TDA's system of record, TDA-GO portal.

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	3/18/26 9:33 am
2	Miriam Moran	Approve	3/18/26 1:37 pm
3	Michael Shannon	Approve	3/18/26 1:56 pm
4	Diana Huallpa	Approve	3/19/26 10:50 am
5	Sergio Cruz	Approve	3/19/26 10:59 am

MEMORANDUM

To: **Galveston County Commissioners Court**

From: **Grants Administration Department**

Court Date: **March 30th, 2026**

RE: **Grants Administration**

TDA 25-26 Community Development Block Grant – Community Development Fund CDV25-0224

High Island Water Improvements

BACKGROUND

The Texas Community Development Block Grant (TxCDBG) program, administered by the Texas Department of Agriculture (TDA), provides federal funding to rural "non-entitlement" communities. Its primary mission is to improve the quality of life for low-to-moderate-income residents by funding essential infrastructure, housing, and economic development. By addressing critical needs like water systems and road repairs, the TDA enables smaller jurisdictions to complete vital projects that would otherwise exceed their local budgetary capacity. The program operates on a biennial cycle, allowing eligible communities to compete for funding through their respective state planning regions once every two years. As a result, the county submitted a water systems improvements project and has been awarded the TDA 25 CDBG – CD Grant for $750,000, in support of this project. This funding will be used for High Island Water Improvements administered by the grants department in conjunction with the Bolivar Peninsula Special Utility District.

Project details include: Installation of 7400 LF of 6-inch waterline including reconnections, install fire hydrants, install gate valves and all associated appurtenances.

To be performed in the following locations(s): 5th St, High School Rd., Payton Lane, Revia St., and E. Mexico Rd.

SUMMARY

The Texas Department of Agriculture (TDA) requires an electronic signature by the County Judge to accept the terms of the subrecipient agreement, via TDA Contract number CDV25-

0224. The grant agreement must be signed within TDA's system of record, TDA-GO portal. Thus, we are submitting this grant agreement for consideration, acceptance and execution to the Commissioner's Court. Grant Agreement period begins on 2/1/2026; Grant Agreement period ends on 1/31/2028; with Final Payment and Closeout Documentation required to be submitted by 4/1/2028.

FINANCIAL SUMMARY

Grant Application:	$ 750,000
County Match Contribution:	$ 15,000
Total Project Cost:	$ 765,000

RECOMMENDATIONS

Consideration of acceptance of award for the county's TDA 25-26 Community Development Block Grant CDV25-0024 High Island Water Improvements submitted by Grants Administration.

ATTACHEMENTS FOR REVIEW

TDA Grant Agreement
Figure A1 - High Island Overall Layout

TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT

GRANT RECIPIENT	Galveston County		
GRANT PROGRAM	CDBG - Community Development Fund - 2025		
PROJECT TITLE	CDBG - Community Development Fund - 2025		
CFDA NUMBER	14.228		
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2026	through	1/31/2028

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant ("CDBG") funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 ("HCD Act"), as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture ("Department") administers the State Community Development Block Grant ("TxCDBG") Program pursuant to Texas Government Code §487.051.

Grant Recipient has submitted a request for assistance under the above-referenced grant program ("Grant Program"), hereinafter referred to as the "Application" and incorporated by reference into this Grant Agreement ("Agreement") for all purposes. This Agreement sets forth the obligations of Texas Department of Agriculture ("Grantor" or "Department"), and Grant Recipient (collectively, the "Parties") along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described in the Application and in this Agreement ("Project"), and the Department agrees to fund the Project up to the Grant Amount reflected below.

PROJECT DESCRIPTION

Waterline improvements in the High Island area

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all purposes: Performance Plan and Award Specific Conditions (Exhibit A), Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEED	$750,000.00
MATCH AMOUNT (if applicable)	$15,000.00

GRANTEE	GRANTOR
Galveston County	**TEXAS DEPARTMENT OF AGRICULTURE**
722 Moody, 3rd Floor, Galveston, Texas, 77550-2317	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING: ,	PRINTED NAME AND TITLE OF PERSON SIGNING: ,
DATE SIGNED:	DATE SIGNED:

Exhibit A

Performance Plan and Award Specific Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.

2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benifitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.

3. Grant Recipient will undertake the following activities and provide the following levels of program services.

High Island Water Improvements - 03J

Grant Recipient shall address the following local need:

Aged and undersized lines resulting in inefficient service.

Grant Recipient shall complete the following work:

Install 7,400 LF of 6-inch waterline including reconnections

Install fire hydrants

Install gate valves

and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

5th St., High School Rd., Payton Lane, Revia St., and E Mexico Rd.

This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1 , Figure A1 controls.

These activities shall benefit 71 persons, of which 39 or 54.93 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all Project-related administration activities are completed, as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR §570.207, and from using grant funds or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the Project Schedule reflected below. Failure to meet any of the following milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Grant Applications, other published Department guidance, and conditions of this Agreement:

Pre-Agreement Cost Begins:	12/9/2024
Grant Agreement Period Begins:	2/1/2026
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2026
Group B Forms Required to be Complete:	2/1/2027
Project Recommended to be Complete, including inspections:	10/1/2027
Grant Agreement Period Ends:	1/31/2028
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2028

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. Compliance: It is understood and agreed by the Parties that performance under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974, as identified in the Authority and Purpose provision of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance under this Agreement, both Parties agree that such performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may, from time to time during the period of performance of this Agreement, issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement, and shall be binding upon Grant Recipient, as if written herein; provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal or State laws or regulations, are automatically incorporated by reference into this Agreement for all purposes without written amendment and shall become effective on the date designated by such law or regulation.

2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. §5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. §§4321 *et seq.*], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR §58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.

3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR §570.486 and this Agreement.

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide for a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent, visible public area identifying the Project as funded by the Department. The signage must be legible from a distance of at least three (3) feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR §570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR §570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*.

9. Source of Materials: Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, §41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. Acquisition of Real Property: Grant Recipient shall carry out all acquisition of real property, easements, and/or rights-of-way necessary for the project in compliance with the Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970, 42 U.S.C. §4601 *et. seq*. Grant Recipient shall comply with the requirements set forth in 49 CFR Part 24, 24 CFR Part 42 and the TxCDBG Project Implementation Manual.

11. Emergency Response Policies: Grant Recipient shall maintain written certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Project Implementation Manual.

12. Immigration Policies: The Grant Recipient must ensure no grant funds are used in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations. The Grant Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA. The Grant Recipient will provide the necessary information for each beneficiary of activities subject to this provision in the form and format specified by the Department.

13. Other CDBG-Specific Certifications:

a. Grant Recipient certifies that is will not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

b. Grant Recipient certifies that it will not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

Exhibit B

Budget

A. Approved Budget

1. It is understood and agreed that the total amount of grant funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend grant funds under this award in accordance with the approved Project budget specified herein. All Project-related expenses must be reasonable and necessary.

2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.

3. Any amendments to the Project budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	$611,750.00
Engineering	$85,000.00
Admin	$53,250.00
Total Grant Awarded	**$750,000.00**
Committed as Match	**$15,000.00**
Match Ratio	**2.00%**

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 12/9/2024, and if Grant Recipient complied with all requirements for the release of such grant funds.

Exhibit C

General Terms and Conditions - Federal Grant

SECTION 1. COMPLIANCE WITH APPLICABLE LAWS

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be applicable. If said funds or any part thereof are or become unavailable, the Department may terminate this Agreement or reduce the grant amount, as applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement

because of the absence of available funding appropriations.

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards ("TxGMS") promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov't Code, Chapter 783). Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award.

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan under Exhibit A and the Project Budget reflected in Exhibit B.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the Project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§7501-7507). Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant

Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient's failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

(1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;

(2) Records that clearly identify the source and application of all funds used for the purposes described in the Application, attached hereto and incorporated by reference as part of the Agreement for all purposes. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;

(3) Effective internal and accounting controls over all funds, property, and other assets. Grant Recipient shall have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and

(4) Accounting records that are supported by source documentation.

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

D. In accordance with Article IX, Section 4.04 of the General Appropriations Act for the State Biennium for Fiscal Year 2022-2023 ("GAA"), Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, Subpart D; and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

A. Grant Recipient shall submit timely, complete, and accurate progress, performance, and financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in Exhibit A, Award Specific Conditions.

B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.

C. Extensions to the reporting due dates prescribed in Exhibit A, Award Specific Conditions, may be granted by the Department upon receipt of a written request from Grant Recipient.

D. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in: (i) the revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the grant funds provided and shall assure the award is administered in compliance with all applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient’s progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each Grant Program and will identify areas where technical assistance and other support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits, and other reviews. However, the Department retains the right to make unannounced visits, inspections, and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States Postal Service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends $750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all

applicable laws and regulations.

B. Upon the Department's review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the information contained in the reports.

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

(1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department and withhold further payments. The notice of suspension shall state the reason for the action, the effective date of the suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished.

(2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by the Department. The notice of termination shall state the reason for the action, the effective date of the termination and the closeout procedures to be followed. As of the effective date of a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.

(3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or programmatic integrity of the Agreement has been compromised. The notice of termination pursuant to this provision shall state the reason for the action, the effective date of the termination and closeout procedures to be followed. As of the effective date of such a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of the termination.

(4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

(1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;

(2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;

(3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;

(4) Withhold further awards to Grant Recipient;

(5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;

(6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or

(7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

(3) Ineffective or improper use of funds provided under this Agreement; or

(4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

(1) award funds are misused;

(2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or

(3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth is this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed and other deliverables under the Agreement. The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an "independent contractor" with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR §§200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

(1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.

(2) Grant Recipient shall not assign an employee to the Project if the employee:

a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;

b. has a direct or indirect financial interest in the outcome of the Project; or

c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.

(3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section 24 shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"). Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR §200.82, and other information Grant Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND 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.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.

Exhibit D

Certifications and Assurances – CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. LEGAL AUTHORITY – Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the Agreement, to provide such additional information as may be required, to sign and execute the Agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.

2. AFFIRMATIVELY FURTHER FAIR HOUSING – Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. §§3601 *et seq*.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.

3. ANTI-LOBBYING – Grant Recipient 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 agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. §1352(b)(5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

4. CHILD SUPPORT PAYMENTS – Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Section 231.006 of the Texas 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."

5. CITIZEN PARTICIPATION – Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.105.

6. CLEAN AIR AND WATER POLLUTION CONTROL – Grant Recipient 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). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION – Grant Recipient represents and warrants that it 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 river system.

8. CONTRACT OVERSIGHT – Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS – Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) – Grant Recipient represents and warrants its compliance with Section 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.

11. DEBARMENT AND SUSPENSION – Grant Recipient 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 United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW – rant Recipient 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 violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS – Grant Recipient 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.

14. DISCRIMINATION PROHIBITED – In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS – Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§4601 – 4655) and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. 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.

17. DRUG-FREE WORKPLACE – Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS – Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. §§4321 *et seq*.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. 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 Part 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 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."

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. EXCESSIVE FORCE – It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES – Grant Recipient 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.

22. FAIR LABOR STANDARDS – Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY – Grant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the UEI number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE – Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. §4001 et seq), 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.

25. HISTORIC PRESERVATION – Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order No. 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§312501 - 312508).

26. LEAD-BASED PAINT – Grant Recipient represents and warrants that it 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, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION – Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- The Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 *et seq.*); and
- The Age Discrimination Act of 1975 (42 U.S.C. §§6101 *et seq.*).

28. OPEN MEETINGS – If Grant Recipient is a governmental entity, Grant Recipient represents and affirms that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY – Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. §1501 *et seq*.).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT – Grant Recipient 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 Texas State Auditor's Office.

31. SECTION 3 – Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS – Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS – Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

FIGURE A1

HIGHWAY 124
OLD MEXICO RD
WILLOW ST
WEEKS AVE
SPRING ST
E MEXICO RD
HIGH SCHOOL RD
REVIA ST
PAYTON LN
OILFIELD RD
KANE LN
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
BAYOU LANDING RD
PROP FIRE HYDRANT
PROP FIRE HYDRANT
PROP FIRE HYDRANT

N

0 100 200 400
SCALE: 1" = 200'

LEGEND

- LIMITS OF BENEFIT AREA
- PROP 6" WATERLINE APPROX.
- FH / WV — PROP FIRE HYDRANT/ FLUSHING VALVE

FSOTO 09/12/2025 2:28PM G:\HOUSTON OFFICE FEE PROPOSALS\2025\GALVESTON COUNTY\HIGH ISLAND WATERLINE\SHEETS\OVERALL SITE.DWG

HUITT ZOLLARS
10350 Richmond Ave, Suite 300
Houston, TX 77042
281.496.0066
www.huitt-zollars.com

HIGH ISLAND
OVERALL LAYOUT

HIGH ISLAND WATERLINE UPGRADE

Bolivar Peninsula Special Utility District
1840 HWY 87
CRYSTAL BEACH TX 77650

HZ PROJECT NO.:	R3XXXXX.XX
ISSUE DATE:	August 22, 2025
DRAWN BY:	FJS
REVIEWED BY:	.
APPROVED BY:	.

SHEET 02 OF 02

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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:** 3/17/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description: Surveying Services for Dickinson Bayou Desnagging**

7) **PEID No: 720515**
8) **Req No:**
9) **Orgkey: 3374 296190**
10) **Object Code: 5481000**
11) **Vendor: Weisser Engineering & Surveying**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Flood by Engineering**
14) **Fund #: 3374**
15) **Current Year Budgeted: $63,560.00**
16) **Current Year Projected: $63,560.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $63,560.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 3/30/2026
23) **Auto Renewal Contract:** No
24) **Bid No: 25-079**
25) **Contract End Date:** 3/30/2027
26) **Contract # Issued by Purchasing Department: 252301 (SC-0001031)**

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	3/17/26 4:04 pm
2	Melissa Fleming	Approve	3/17/26 4:42 pm
3	Francisco Rodriguez	Approve	3/17/26 5:43 pm
4	Rodolfo Gomez	Approve	3/18/26 8:51 am
5	Diana Huallpa	Approve	3/19/26 10:38 am
6	Sergio Cruz	Approve	3/19/26 10:49 am
Notes:	The maximum amount payable under this Contract is $69,900.00. Only $63,560 is currently budgeted and will require a budget amendment.		
7	Veronica Van Horn	Approve	3/19/26 4:09 pm

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 **Weisser Engineering & Surveying** (the "Surveyor"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ 25-079, entitled "Professional Services for Future Engineering Projects" (the "RFQ"), to procure professional services for the **Surveying Services for Dickinson Bayou Desnagging** project within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

The Surveyor timely submitted a statement of qualifications in the RFQ, is a licensed surveyor 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 Surveyor to perform professional services in connection with the Project, and the Surveyor, by and through this Agreement, agrees to perform said services in connection with the Project.

This Agreement means this document (pages 1 through 9), the RFQ, which includes but is not limited to any addenda thereto, if any, the Surveyor's response in the RFQ (i.e., its' statement of qualifications, certifications, affidavits, and vendor information), and all Exhibits affixed hereto, if any, all of which are incorporated herein for all purposes. Exhibits to be physically affixed, if any, shall be affixed following the signature/execution page of this Agreement. The RFQ, all addenda therein, if any, and Surveyor's response therein shall be retained in the Galveston County Purchasing Agent's Office.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Surveyor shall render professional 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 County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Surveyor shall be of good quality and shall be performed in a professional manner. The standard of care for all services performed or furnished by Surveyor and the Response under this Agreement will be the care and skill ordinarily used by other competent surveyors practicing under the same or similar circumstances and professional license. Surveyor will re-perform any services not meeting this standard without additional compensation. Surveyor will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent surveyor.

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 maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between County and Surveyor.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Surveyor, 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, Surveyor shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Surveyor will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Surveyor agrees to perform the services diligently after authorization to proceed. The Surveyor agrees to perform all other services diligently and within the agreed upon time schedule.

The Surveyor shall hold periodic conferences with the County Engineer 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 County Engineer shall make available to the Surveyor for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Surveyor shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V
THE SURVEYOR'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Surveyor 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 **$69,900.00** including expenses and budget for two daily rates at the authorization of the County Engineer. 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 Surveyor. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Surveyor for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Surveyor to the County reflecting Surveyor'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 Surveyor 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 Surveyor's office. Surveyor 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 Surveyor. The Surveyor may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Surveyor 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 Surveyor and the County agree to submit the dispute to mediation. In the event the Surveyor 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 Surveyor 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 Surveyor at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Surveyor 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 Surveyor shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Surveyor 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 Surveyor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Surveyor 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 Surveyor, name of insurance company, policy number, and terms and limits of coverage. The Surveyor 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 Surveyor

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 Surveyor 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 Surveyor shall be to the following address:

Name:	Taylor R. Sass
Title:	President & CEO
Mailing Address:	P.O. Box 380
	Barker, Texas 77413

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:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st 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 Surveyor 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 Surveyor 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

Surveyor shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Surveyor 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.

***

Execution Page follows this Page

The Rest of this Page is Intentionally Left Blank

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, 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: _____

Attest: _____

Dwight D. Sullivan,
Galveston County Clerk

Weisser Engineering & Surveying

By Taylor R. Sass

Taylor R. Sass
President & CEO

Date Signed: 3.4.26

WEISSER Engineering & Surveying

TBPELS Reg. No. F-68
TBPELS Reg. No. 10194324

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES
Effective Date: March 4, 2026

Michael Shannon, PE
Galveston County
722 Moody Avenue, 1st Floor
Galveston, TX 77550
406-770-5453
Michael.shannon@co.galveston.tx.us

Proposal for Professional Services in Connection With: Galveston County Dickinson Bayou Desnagging Project

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Galveston County (the "Client").

I. SCOPE OF SERVICES

1) Provide a recoverable baseline with TBM's on-site. TBM's shall be tied to the Texas State Plane Coordinate System, South Central Zone (NAD 83) and NAVD 88.
2) Prepare and submit Survey Control Maps, in an acceptable format, signed and sealed by a Registered Professional Land Surveyor.
3) Galveston County Appraisal District mapping info will be downloaded and populated as a GIS background map for land data. Owner name and parcel ID will be included. No Deed or Easement Research will be performed and no Boundary Survey related tasks will be performed in the field or office.
4) Final submittal shall consist of an AutoCAD file, Signed and Sealed Survey Control PDF's (24"x36"), and CSV point file.

TOTAL COST: $63,560.00 (non-taxable)

Optional Additional

Day Rate for Cross Section Data to be performed on an as needed basis. Each trip will consist of locating existing Survey Control and performing 3-5 Cross Sections at locations provided by Client.

COST: $3,170.00 per day

The Client will provide the following:

Site access

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any

requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.

3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Brian Boelsche, RPLS (bboelsche@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT
Galveston County

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By: Taylor R. Sass

Printed Name: Taylor R. Sass

Title: President & CEO

Date of Acceptance: 03/04/2026

Please provide an email address for Accounts Payable contact for invoicing purposes:
_____

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:** 3/9/2026
2) **Contract Type:** Other
3) **Renewal Contract:**
4) **Department Name: Tax Office**
5) **Department Contact: Cheryl E. Johnson**
6) **Description: Interlocal Agreement TXDMV Equipment**

7) **PEID No: 717072**
8) **Req No:**
9) **Orgkey:**
10) **Object Code:**
11) **Vendor: Texas Department of Motor Vehicles**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted:**
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:** 3/30/2026
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 3/29/2032
26) **Contract # Issued by Purchasing Department: 251999 (SC-0001027)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Cheryl Johnson	Escalated	3/11/26 5:23 pm
2	Kathleen Moreno	Approve	3/12/26 7:32 am
3	Melissa Fleming	Approve	3/13/26 1:05 pm
4	Francisco Rodriguez	Approve	3/17/26 3:47 pm
5	Rodolfo Gomez	Approve	3/18/26 8:50 am
6	Diana Huallpa	Approve	3/18/26 10:49 am
7	Sergio Cruz	Approve	3/18/26 11:42 am
8	Veronica Van Horn	Approve	3/19/26 4:36 pm

STATE OF TEXAS §

COUNTY OF GALVESTON §

INTERLOCAL AGREEMENT

for Provision of Equipment and Consumables

THIS CONTRACT is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "department" or "TxDMV," and the County of Galveston, Texas, acting by and through its duly authorized officials, hereinafter called the "county."

WITNESSETH

WHEREAS, the department is statutorily responsible for administering motor vehicle titles and registrations pursuant to Texas Transportation Code Chapters 501, 502, 504 and 520; and

WHEREAS, the county tax assessor-collector acts as agent for the department in the administration of motor vehicle titles and registration; and

WHEREAS, Texas Transportation Code §501.023 provides that to obtain a vehicle title an owner must apply to the county tax assessor-collector; and

WHEREAS, Texas Transportation Code §502.040 provides that an application for vehicle registration is made through the county tax assessor-collector; and

WHEREAS, the department maintains an automated system for the uniform administering of motor vehicle titles and registration, hereinafter identified as the automated registration and title system (RTS); and

WHEREAS, equipment is necessary for the processing of motor vehicle titles and registration; and

WHEREAS, the department and the county desire that equipment procured by the department, hereinafter identified as the "equipment," be installed and operated at location(s) under the jurisdiction of the county; and

WHEREAS, associated policies and procedures for the county use of the equipment are found in the department's County Equipment Guide and in Title 43, Texas Administrative Code (TAC), Sections 217.71-.74; and

WHEREAS, the department will furnish the equipment to the county provided the county agrees to adhere and comply with the County Equipment Guide and the requirements established in this agreement; and

WHEREAS, the department provides the county with certain consumable materials that are integral to the administration of motor vehicle titles and registrations, including disabled placards, cardboard tags, forms, license plates, registration sticker paper, toner cartridges, registration receipt paper, department ad campaign supplies, and other materials (hereinafter referred to as "consumables"); and

WHEREAS, the department and the county are authorized to enter into interlocal contracts or agreements under the authority of Texas Government Code, Chapter 791; and

WHEREAS, on the ____ day of _____, 2025, the Galveston County Commissioners Court Order or Resolution, attached and identified as "Attachment C," authorizing the county's execution of this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV or department)

Galveston (County)

II. PURPOSE: Provision of Equipment and Consumables to counties to administer motor vehicle title and registration transactions.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV and the county will perform statutorily required functions related to administering titles and registrations of motor vehicles as described in **Attachment A,** Scope of Services.

IV. CONTRACT PAYMENT: Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates six years from the date this contract is executed by the state, or when otherwise terminated as provided in **Attachment B,** Article 4 of this Agreement.

VI. CONTINUING CONTRACT OBLIGATIONS: The obligations and requirements of this contract are not affected by a change in personnel at the county or at the department, including a change in elected or appointed officials.

VII. LEGAL AUTHORITY: The parties certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The County Commissioners Court, by resolution or ordinance dated _____, has authorized the county to obtain and provide the services described in **Attachment A.**

This contract incorporates the provisions of **Attachment A,** Scope of Services**, Attachment B,** General Terms and Conditions, **Attachment C,** Resolution or Ordinance, **Attachment D,** RTS Workstation Lease Agreement, **Attachment E,** Designation of Equipment Custodian, **Attachment F,** County Equipment List.

FOR THE COUNTY

Galveston (Name of County)

By Date

_____ _____

Typed or Printed Title and Name

County Judge Mark Henry

REV 7/3/19

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Department of Motor Vehicles Board for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Department of Motor Vehicles Board.

By Omar George

Date 03/05/2026

Director, Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

REV 7/3/19

ATTACHMENT A

Scope of Services

The department will continue to provide equipment, consumables, and support to the county to facilitate the county in administering motor vehicle title and registration transactions, under the following conditions:

The department shall:

1. Provide workstations and equipment in accordance with guidelines set forth in the County Equipment Guide. On an annual basis, the department will provide the county a list of the equipment then assigned to the county. Attachment F, County Equipment List, will be renewed as according to the County Equipment Guide, and will become part of this agreement.The department retains full and complete ownership of the equipment and nothing in this agreement shall grant to the county, its officers, employees, or contractors, ownership in the equipment;

2. Maintain all the hardware and software necessary to support the equipment at approved county tax assessor-collector office locations;

3. Provide the county with the opportunity to lease additional workstations at county expense. A copy of the lease agreement is incorporated into this agreement and is found in Attachment D. Leased workstations are the property of the department;

4. Determine the county's annual needs of VTR-500-RTS paper and toner cartridges, based on historical use, as described in the County Equipment Guide. VTR-500-RTS paper and toner cartridges in excess of the department's determination are available at county expense;

5. Provide basic web-based training for county staff on the processing of title and registration transactions. Additional instruction, training, webinars and user guides may be provided as system adjustments and enhancements are made; and

6. Provide online access to department registration and title manuals.

The county shall:

1. Designate a person employed by the county to serve as the primary equipment custodian, whose responsibility it is to track equipment received by the county pursuant to this agreement. The county will designate the primary equipment custodian in Attachment E of this agreement, and may designate secondary equipment custodians if needed for multiple sites. The primary equipment custodian, in addition to the county itself, is responsible for ensuring compliance with the County Equipment Guide, which is adopted by reference to this agreement. If the County Equipment Guide is updated by the department, the primary equipment custodian must ensure that appropriate county personnel are informed of the update. The primary equipment custodian is also responsible for preparing the county for periodic equipment refreshes. Should the primary or secondary custodians cease employment with the county, the county shall appoint new custodians and update Attachment E.

2. Report lost or stolen equipment to the department within 48 hours of discovery, as provided by the

County Equipment Guide. A copy of any resulting police report shall be provided to the department within five business days;

3. Reimburse the department for the replacement cost of lost, stolen or damaged (not due to natural disaster) equipment. The department will invoice the county in accordance with the County Equipment Guide;

4. Not dispose of, transfer, resell, or designate as surplus any of the equipment or consumables provided through this agreement;

5. Process transactions in compliance with the Transportation Code and the department's title and registration manuals and related bulletins;

6. Turn in defective consumables for replacement to the department's local regional service center to which the county is assigned;

7. Ensure all county personnel (or those acting on its behalf) are adequately trained to administer motor vehicle title and registration transactions on behalf of the department;

8. Provide all personnel who use department workstations with training on confidentiality and fraud detection; and

9. Ensure access to department equipment and systems by terminated employees is removed within 48 hours of termination.

ATTACHMENT B

General Terms and Conditions

Article 1. Amendments

The Interlocal Agreement, Scope of Services, and General Terms and Conditions may be amended upon agreement by both parties, without the need to execute a new contract.

The department may update and make changes to the County Equipment Guide and appendices not listed above unilaterally.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Ownership of Equipment

All equipment provided by TxDMV under this contract is and will remain the property of the TxDMV.

Article 4. Suspension or Termination

This contract may be terminated by any of the following conditions:

A. By mutual consent and agreement of the parties.
B. By either party after thirty days written notice.
C. By TxDMV, should it determine at any time that the County has failed to comply with any of the requirements in this agreement.

Should termination of this agreement occur, the County shall allow TxDMV to remove its equipment. TxDMV shall remove equipment within a reasonable amount of time.

In lieu of termination, should TxDMV determine at any time that the County has failed to comply with any of the requirements in this agreement, TxDMV may suspend access to the automated registration and title system at one or all County locations until such failure is corrected.

Article 5. Compliance with Laws

The parties shall comply with all federal, state, and local laws in any manner affecting the performance of this agreement.

Article 6. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 7. Unauthorized Use of Equipment

The county is provided complete workstations to access RTS. Thus, absent written approval by TxDMV, no additional equipment, hardware, or software may be installed or attached to a workstation.

The equipment may not be moved, relocated, manipulated, disassembled, or reassembled without written approval by TxDMV. This includes attempts to repair the equipment. Absent written approval by TxDMV, workstations may only be used to access RTS.

Article 8. Confidentiality

The county understands that TxDMV collects and maintains confidential and sensitive information and that TxDMV permits access to this data by this agreement. The county is responsible, by law and through this agreement, for maintaining the confidentiality of that data. The county may only disclose confidential information in accordance with Transportation Code Chapter 730, Government Code Chapter 552, and this agreement. The county understands and agrees that the unauthorized release of confidential information may subject its officers, employees, and contractors to liability or prosecution, and may result in the termination of this contract.

The county understands and agrees that any access to RTS granted by the department, including any logins and passwords, are confidential and that said access will not be disclosed to unauthorized persons. Attempts to circumvent department security devices or protocols, by unauthorized software, hardware, or other means, is expressly prohibited and may result in liability or prosecution and termination of this contract.

ATTACHMENT C
Resolution or Ordinance

On the_____day of_____, 2025, the Galveston County_____ Commissioner's Court passed Resolution No. _____, hereinafter identified by reference, authorizing the County's participation in this Agreement.

Please attach a copy of the Resolution or Ordinance to this Agreement.

On the 30th day of March 2026, the **Commissioners' Court of Galveston County, Texas,** convened in a specially scheduled 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; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, there has been presented to the Commissioners' Court this day an Interlocal Agreement to be entered into between the County of Galveston and the Texas Department of Motor Vehicles (TxDMV) for the provision of equipment and consumables for the processing of motor vehicle titles and registration; and

Whereas, Attachment A – Scope of Services, incorporated into the agreement between the department and the county, establishes specific duties the county must perform to ensure compliance with departmental requirements and the County Equipment Guide; and

Whereas, the Commissioners Court finds it necessary and appropriate to affirm the county's obligations under Attachment A.

Whereas, it is this Court's opinion that the Interlocal should be approved.

Now, Therefore, be it **Ordered** that the above-referenced Interlocal be, and it is hereby **Approved,** and the County Judge is authorized to execute it on behalf of the County of Galveston.

BE IT FURTHER RESOLVED that the Galveston County Tax Assessor-Collector, or designee, is authorized to implement and maintain the procedures necessary to ensure ongoing compliance with these obligations.

Upon Motion Duly Made and Seconded, the above **Resolution** was unanimously passed on this the 30th day of March 2026.

Attest: **County of Galveston, Texas**

By:

_____ _____
Dwight D. Sullivan, County Clerk **Mark A. Henry, County Judge**

ATTACHMENT D
RTS WORKSTATION LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF _____

THIS AGREEMENT is made between the Texas Department of Motor Vehicles "TxDMV" or "department" and the "county" pursuant to Texas Transportation Code, Section 520.0093, for the purposes of providing the County of _____, Texas an option to lease additional Registration and Title System ("RTS") workstations directly from the State. This agreement is incorporated into the Interlocal Agreement for Provision of Equipment and Consumables ("County Agreement") and is subject to the provisions of the County Agreement and the County Equipment Guide, including but not limited to provisions relating to: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies.

1. If the county desires additional RTS workstations beyond what is allocated by the department, the workstations may be leased **at county expense** from the department.

2. The cost of leasing a basic RTS workstation[1] will be $350 per year plus $11 per year for an eLearning account, for a total annual lease cost of $361. If a cable drop is needed for a workstation, there is a one-time cost of $180 per drop. For workstations that are leased by the county for placement in a full service deputy ("FSD") office, there is an additional annual cost of $4,260 per full service deputy site, per year to cover the T1 circuit cost.

3. Lease charges are billed annually on the county's annual invoice. Lease costs are prorated for the first year of the lease term based on the installation date, and the prorated amount will be included on the county's next annual invoice.

4. The county may request the department remove the leased equipment at any time. The equipment will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.

5. Costs for leased equipment and services are subject to change annually.

6. The county will indicate equipment requirements below (by site and quantity). Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraphs 2 and 3 above.

7. In addition to the provisions of the original County Agreement, TxDMV's responsibility for equipment installed at FSD sites (i.e., privately owned, for-profit enterprises performing motor vehicle title and registration transactions for the county tax office) is limited to ensuring the equipment remains operational. The county will be responsible for all training, forms, supplies, user policy and procedures, etc., associated with this offsite equipment. This agreement will remain in force for as long as the County Agreement remains effective.

8. Workstations identified below that are leased under the provisions of this agreement will be installed following approval of the County Commissioner's Court and after signature by the County Judge (or a designee when

supported by a certified copy of the Commissioner's Court Order or Resolution, which must be attached) and counter signed by the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

The County of _____, Texas will lease _____ additional RTS workstation(s) to be installed at the following County Tax Office or full service deputy location(s).

Site Type County or FSD	New (N) or Existing (E) Site	Site Name	Site Address	Workstation Quantity

	Item	Site Name	Quantity	Individual Item Cost	Total Annual Cost
1.	RTS Workstation, Basic[1] (non-FSD site)			$361.00	
2.	RTS Workstation, Basic[1] (FSD site)			$361.00	
3.	T1 Circuit Cost (FSD sites only – one annual circuit charge per FSD site)			$4,260.00	
Note: cable drops are an additional $180 each and charged in first year only				**Annual Lease Cost**	

_____ _____
County Judge Date

_____ _____
Jeremiah Kuntz Date
Director, Vehicle Titles and Registration

_____
County

REV 7/3/19

ATTACHMENT E

Designation of Equipment Custodian(s)

The county is required to designate a primary equipment custodian who is responsible for the tracking of equipment assigned to the county by the department pursuant to this agreement. The county may choose to designate secondary equipment custodians who are responsible for equipment at county sites where equipment provided through this contract is located.

Primary County Equipment Custodian

County	Galveston County
Name	Kathleen Moreno
Email	kathleen.moreno@galvestoncountytx.gov
Phone Number	409-766-2474
Physical Address	722 21st Street, Galveston, Texas 77550

Secondary County Equipment Custodian(s)
may designate one per county office

County Site Name	Custodian Name	Email	Phone Number
Galveston	Heather Niblock	heather.niblock@galvestoncountytx.gov	409-766-2487

REV 7/3/19

ATTACHMENT F

County Equipment List[1]

Count	Item Type	Asset Tag Identification Number
1.	Workstation, Basic[1]	
2.	Workstation, Basic	
3.	webDEALER Workstation	
4.	webDEALER Workstation	
5.		
6.		
7.		
8.		
9.		
10.		

By signing this form, the equipment custodian, so designated by the county, takes responsibility for the equipment in the county's possession.

County of Galveston

Equipment Custodian Name: Kathleen Moreno, Chief Deputy Business Services

Equipment Custodian Signature _____

[1]The department will provide an annual County Equipment List that will serve as Attachment F.

[2]The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

REV 7/3/19

Asset#	Asset Description	Serial ID
019881	ROUTERS BUNDLE C-1941. WAASX F	FTX153681L1
031190	HP LASERJET ENT M506N PRINTER	PHBBR07451
031945	HP Laser Jet Printer 506 Part#	PHBBR03576
032646	HP Laser Jet Printer 506 Part#	PHBBR14453
035832	HP Workstation Elite Desktop 8	2UA6322VSM
036024	HP Workstation Elite Desktop 8	2UA6322W38
036025	HP Laser Jet Printer 506 Part#	PHBBQ15544
036026	HP Workstation Elite Desktop 8	2UA6322VN7
036028	HP Workstation Elite Desktop 8	2UA6322W2H
036618	HP Workstation Elite Desktop 8	2UA6322VD4
036619	HP Laser Jet Printer 506 Part#	PHBBQ07276
036620	HP Workstation Elite Desktop 8	2UA6322VFV
036626	HP Workstation Elite Desktop 8	MXL630104D
036627	HP Laser Jet Printer 506 Part#	PHBBR03560
036628	HP Workstation Elite Desktop 8	MXL630104H
036630	HP Workstation Elite Desktop 8	2UA6322VF9
036631	HP Laser Jet Printer 506 Part#	PHBBQ08532
036632	HP Workstation Elite Desktop 8	2UA6322VGD
036633	HP Laser Jet Printer 506 Part#	PHBBQ08213
036654	HP Workstation Elite Desktop 8	MXL630103R
036656	HP Workstation Elite Desktop 8	MXL630102W
036658	HP Workstation Elite Desktop 8	MXL6301025
036659	HP Laser Jet Printer 506 Part#	PHBBQ14633
036661	HP Laser Jet Printer 506 Part#	PHBBQ14655
036662	HP Workstation Elite Desktop 8	MXL630101Q
036663	HP Laser Jet Printer 506 Part#	PHBBQ14648
036664	HP Workstation Elite Desktop 8	MXL630103S
036665	HP Laser Jet Printer 506 Part#	PHBBQ14637
036772	HP Workstation Elite Desktop 8	2UA6322WJM
036775	HP Workstation Elite Desktop 8	2UA6322VDQ
036777	HP Workstation Elite Desktop 8	2UA6322VDF
036785	HP Workstation Elite Desktop 8	2UA6322WJF
037891	HP Workstation Elite Desktop 8	2UA6322X5D
037892	HP Laser Jet Printer 506 Part#	PHBBR15308
037997	HP Laser Jet Printer 506 Part#	PHBBQ15741
037998	HP Workstation Elite Desktop 8	2UA6322W17

Asset#	Asset Description	Serial ID
038065	HP Laser Jet Enterprise M506n	PHBBR29952
038785	HP LaserJet Enterprise M506n	PHBBQ27476
040650	210-AVOQ SI# BK5F02 OptiPlex	BF3B0C3
040666	210-AVOQ SI# BK5F02 OptiPlex	BF650C3
040693	Dell OptiPlex	BBY4ZC3
040722	210-AVOQ SI# BK5F02 OptiPlex	BC050C3
040753	210-AVOQ SI# BK5F02 OptiPlex	BBY5ZC3
040905	210-AVOQ SI# BK5F02 OptiPlex	BCD4ZC3
040922	210-AVOQ SI# BK5F02 OptiPlex	BCD8ZC3
041182	Lexmark MS621	460004731MNWK
041460	Lexmark MS621	460010331PPZW
041464	Lexmark MS621	460010331PRBN
041481	Lexmark MS621	460010331PRH7
041555	Lexmark MS621	460010331PPYL
041749	Lexmark MS621	460011541TCL8
041801	Lexmark MS621	46001154HCXC
042135	Lexmark MS621	460011641TN3Y
042140	Lexmark MS621	460011641TN47
042681	Lexmark MS621	460011541TD12
042818	Lexmark MS621	460011441T6F R
043414	OptiPlex 5080 Micro	9WGRKM3
043416	OptiPlex 5090 Micro	J9RRKM3
043555	Router	FG40FITK20008766
043560	Router	FG40FITK20008862
043578	Router	FG40FITK20009214
043583	Router	FG40FITK20009288
043704	Router	FG40FITK20008927
043990	Switch	S124ENT020022589
044015	Switch	S124ENT020022630
44016	Switch	S124ENT020022600
044016	Switch	S124ENT020022631
044166	OptiPlex 5090 Micro	94672N3
044409	OptiPlex 5080 Micro	3D372N3
44927	Fortigate-40F-3G4G	FG40F1TK21022367
045727	Dell OptiPlex 7010 MFF Plus 5-	8VR3X04
045837	Dell OptiPlex 7010 MFF Plus 5-	2HK3X04
45869	Dell Optiflex	DNN3X04

Asset#	Asset Description	Serial ID
045953	Dell OptiPlex 7010 MFF Plus 5-	2YB3X04
045982	Dell OptiPlex 7010 MFF Plus 5-	HT73X04
046146	Dell OptiPlex 7010 MFF Plus 5-	17G3X04
049115	Lexmark MS621	460011641TNVH
049123	Lexmark MS621	460011541TCL0
049157	Lexmark MS621	4600118411/427
049163	Lexmark MS621	460011841V3PN
049656	OptiPlex 5080 Micro	2W18TH3
049880	OptiPlex 5080 Micro	2WJBTH3
049956	OptiPlex 5080 Micro	2KPBTH3
No Asset tag	HP Laser Jet Printer 506	VNCCS550BE

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Consideration of authorizing the purchase of Galveston County team shirts from the Wellness Fund in support of the Walk Across Texas initiative submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/23/26 12:09 pm
2	Dianna Martinez	Approve	3/23/26 1:58 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Consideration of a professional service agreement with Alliance Work Partners to provide an employee assistance program, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/23/26 10:50 am
2	Dianna Martinez	Approve	3/23/26 12:47 pm

Alliance Work Partners

A professional service of Workers Assistance Program, Inc.

PURCHASE OF SERVICES AGREEMENT

___√___ **New** _____**Renewal**

DEFINITIONS:
A. Eligible Participant means any employee of COMPANY who is included among the monthly head count on which the CAPITATED RATE is based, as well as any dependent living at the same residence of such an employee.
B. Covered Services means the selection of services provided in this AGREEMENT in Exhibit I.
C. "Employee" and Company Employee, whether or not capitalized and whether singular or plural, shall mean an employee or those employees of the COMPANY included among the monthly head count on which the CAPITATED RATE is based and who are eligible for the services provided by AWP pursuant to this Agreement.

ATTENTION SIGNATORY:
Initials are requested at the bottom of each page, however, a full signature in ENTIRE AGREEMENT section will be treated as agreement to all the terms in the exhibits and the basis for commencement of the contract.

This PURCHASE OF SERVICES AGREEMENT and attached Exhibits I and II, (hereinafter "AGREEMENT"), is executed on or about April 1, 2026 by and between Alliance Work Partners, (hereinafter "AWP") and The County of Galveston, Tax I.D.# 74-6000908 (hereinafter "COMPANY"), (AWP and Company are hereinafter sometimes referred to collectively as the "parties" and individually as a "party," whether or not capitalized) and the parties do hereby covenant and agree as follows:

1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the following Exhibits:

    a. **Description of Services - Exhibit I**.
    b. **Fee Schedule and Conditions - Exhibit II**.

2. **TERM:** This AGREEMENT shall commence, and services will begin on **4/1/2026 with the agreement terminating on 03/31/2027,** and shall not renew except upon written agreement of both parties and approval by the Galveston County Commissioners Court.. This AGREEMENT may be terminated by either party for convenience upon thirty (30) days' prior written notice.AWP may suspend services only after providing written notice and allowing County not less than thirty (30) days to cure any payment issue. Immediate termination rights are deleted.Services, if suspended, shall be reinstated in full upon confirmation and clearance of payment due for all past due amounts.

3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY and/or Eligible Participants shall take place on

premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to Eligible Participants will be conducted at a convenient, appropriate AWP office or other office arranged by AWP that is accessible by the Eligible Participant and AWP service providers.

4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.

5. **CONFIDENTIALITY**: Unless otherwise required by law, AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its agents to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("***HIPAA***") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("***HITECH***") that may be generated in the provision of Covered Services. Nothing in this Agreement shall prevent County from disclosing information as required by the Texas Public Information Act (TPIA). County expressly retains all rights and protections of sovereign and governmental immunity.

6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

Alliance Work Partners
2525 Wallingwood Drive, Building 5
Austin, Texas 78746

The County of Galveston
722 Moody Avenue, 3rd Floor
Galveston, Texas 77573

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date, or if emailed, specifically sent to ***am@alliancewp.com*** email address. Either party may update its notice address by written notice. Email notice to County is effective only if sent to an address designated by County for contractual notices.

7. **ADDITIONAL TERMS:**

The following terms apply:

- **County does not indemnify or hold harmless any party. Any clause requiring County indemnification is void.**
- **This Agreement shall be governed by the laws of the State of Texas.**
- **Venue for any dispute shall lie exclusively in Galveston County, Texas.**

AWP Initials: ST COMPANY Initials:

- **Nothing in this Agreement waives County's sovereign or governmental immunity.**
- **Vendor may not assign this Agreement without County's written consent.**

8. **FORCE MAJEURE:** If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a "***Force Majeure Event***"), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above. In the event of conflict between this Agreement and any exhibit or attachment, the terms of this Agreement as modified by County's approved redlines shall control.

Each of those executing this AGREEMENT warrants and represents that (s)he is authorized to bind his/her principal and execute this AGREEMENT in the capacity indicated.

ALLIANCE WORK PARTNERS

Signature: Scott Terres **Date:** March 20, 2026

Print Name: Dr. Scott Terres **Title:** VP, AWP

COMPANY

Signature: _____ **Date:** _____

Print Name: Honorable Mark Henry **Title:** County Judge

Exhibit I
Description of Services

STANDARD SERVICES INCLUDED IN THIS AGREEMENT

Subject to the terms and conditions described herein, AWP will provide the following services:

1. Unlimited Consultation Including Assistance with the Development of Policies and Procedures.

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

2. Critical Incident Stress Debriefings.

Critical Incident Response Categories

A. Critical Incident Stress Debriefing (CISD): CISD is an included service at no additional charge, for Eligible Participants covered by this AGREEMENT, on the conditions provided in this paragraph A. CISD is a group intervention designed to relieve the stress and trauma induced by a crisis impacting the work group of employees included among Eligible Participants. There is no limit to the number of precipitating events for which CISD services may be requested. A maximum of Five (5) hours of scheduled group services shall be provided in connection with any one precipitating event. Hours requested beyond the five (5) hours included for each precipitating event are subject to additional cost per the terms and conditions provided in paragraph C of this Section 2. Services will be scheduled at a mutually agreeable time during the period between three and seven days after the request for service is received by AWP. COMPANY agrees that a minimum of five (5) Eligible Participants will be scheduled to participate in a scheduled debriefing. If fewer than five (5) Eligible Participants are present at the agreed upon scheduled start time, the scheduled services will be considered On-site Counseling services for which COMPANY will be charged according to the rates and conditions provided in paragraph C of this Section 2, whether or not an Eligible Participant elects to meet with the facilitator. If no Eligible Participants are present 15 minutes after the agreed upon scheduled start time, COMPANY will be charged the rate in accordance with the conditions applicable to On-site Counseling provided in paragraph C of this Section 2 for the duration of the scheduled time requested by COMPANY, and the facilitator shall then be free to leave. Services will be performed by qualified individuals, certified to conduct CISD services.
B. Expedited Response: Expedited response (any request for service to occur less than 48 hours notification to AWP) is available at an additional charge to COMPANY. AWP will provide on-site crisis counselor(s) within 5 to 48 hours of notification of a traumatic event by COMPANY. Requests received after 3pm Central Time Monday through Friday, shall be arranged for the next business day. Services include informal

outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental/emotional health, and make recommendations as needed. Face-to-face counseling or other support services may be arranged as needed. COMPANY agrees to pay an amount of $300.00 per hour (two hours minimum required) for Expedited Response services, as well as $200.00 per hour (one hour minimum required) for travel to Company's site by counselor(s). COMPANY agrees to pay for total time requested, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

C. On-site Counseling/Grief Support: Formal one-on-one on-site counseling is available at an additional charge to COMPANY. AWP will provide one-on-one, on-site counseling for Eligible Participants of COMPANY, at a private and confidential location provided by COMPANY, upon request. Services scheduled to take place during normal business hours of 8am to 5pm, Monday through Friday, are charged at the rate of $250.00 per hour (two hours minimum required), as well as $95.00 per hour (one hour minimum required) of travel time. Requests by COMPANY for scheduled on-site counseling/grief support falling outside of the times listed above are charged at the rate of $300.00 per hour (two hours minimum required), as well as $95.00 per hour (one hour minimum required) of travel time. COMPANY agrees to pay for the total time requested and actual travel time, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

3. Call Center Services 24 / 7 / 365 Provide Unlimited Assessment and Referral Services to Employees and Family Members.

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional AWP covered services or resources in the community. Our staff can conduct research on behalf of the Eligible Participant and attempt to provide at least three (3) targeted referrals specific to the needs of the Eligible Participant.

4. Case Management Services.

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the Eligible Participant.

5. Program Orientations to Supervisors and Staff.

Company employee and supervisor program orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing Company employee performance and retention when facing challenges.

6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.

Additionally, an orientation in online video-streaming formats is made available to all programs.

7. Personal, Professional Training and Onsite Services.

Up to ten- (10) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be provided by AWP. Onsite training, webinar training, health fair participation, etc., outside the maximum number of hours are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Any onsite training, webinar training, health fair participation, open enrollment participation, wellness fair participation, or other services beyond the included ten (10) hours shall require County's prior written approval before any fee-for-service charges are incurred. County shall not be responsible for any additional charges without such written approval.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to Company employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

TRAINING REQUESTS & SCHEDULING:

Generally, training requests require a minimum one (1) hour and five (5) Company employees per class. Any exemption request to the minimum number of Company employees must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result, at AWP's election, in either a reduction in annual hours allotted for onsite services and training to COMPANY, or a $200 per hour fee will be charged COMPANY for the number of hours scheduled and then subsequently cancelled.

8. Short-term Counseling Services.

For each Eligible Participant, up to **six-** (6) sessions are provided per issue, per year for face-to-face, video, or telephonic counseling for short-term problem resolution. Eligible Participants are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Eligible Participants may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the Eligible Participant will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the Eligible Participant may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer an Eligible Participant into their network for long-term therapy if more **six-** (6) sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

9. Referrals to Long-term Treatment Resources, if Appropriate.

AWP will refer Eligible Participants to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and

private agencies, and in/out network treatment facilities within the financial means of the Eligible Participant. All fees charged by the long-term resources will be the responsibility of the Eligible Participant.

County shall not be responsible for any fees charged by long-term treatment resources or third-party providers.

10. Safe Ride Program.

The Safe Ride Program can save lives. It encourages Eligible Participants whose driving may become impaired while away from home, to call a cab or ride share service. The process is simple and confidential - the COMPANY will never know - and the cab fee is reimbursed by AWP. **Reimbursement requires documented receipt of one-way travel and is for cab fare only, not to include tips, surge fees, wait times, tolls or any other charge other than the fare, up to $50 per eligible use**. To promote healthy choices, the program may only be used up to three times by an Eligible Participant. An Eligible Participant using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the Eligible Participant's ability to utilize Safe Ride will be reinstated.

County shall have no administrative responsibility for reimbursements under the Safe Ride Program and shall not be liable for any disputes, determinations, or claims arising from reimbursement decisions between AWP and Eligible Participants.

11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

12. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided to Eligible Participants through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

13. HelpNet - Online Services.

HelpNet web-based services provide resource articles, tips, and tools on balancing work and family life, as well as a comprehensive wellness platform with a health risk and wellbeing assessment that instantly connects Eligible Participants to the EAP and health coaches. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

14. U.S. Department of Transportation SAP Services Included

This includes referrals to our national network of Substance Abuse Professionals (SAPs) who meet U.S. DOT's criteria for performing all required SAP duties through AWP's turnkey coordination of SAP and case management services.

15. WellCoach Not Included

WellCoach delivers preventive health and complimentary care, coaching and educational services to encourage Eligible Participants to become and remain healthy. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

16. Work-Life Premium Not Included

Work/Life Premium offers personalized research by work/life specialists who gather and research information on a variety of services from child and elder care to academic and convenience services. Research is based on the client's specified criteria after the initial request is placed.

17. PTX Not Included

PTX is an online Postural Therapy exercise "engine", accessible from any computer, tablet, or phone. After completing a simple interactive questionnaire, the intelligence system carefully selects approximately 10 gentle postural strengthening exercises from a library of 1,000 - and puts them in correct sequence with the right sets & reps or time for the individual's needs. Instructional videos guide the user throughout this at-home program, without the need for any special equipment. Among the many benefits of PTX is its low cost and best in class approach to lowering the risk of Opioid abuse or addiction.

18. Peer Support: Not Included

Peer-to-peer support recognizes the power of human connection. Available 24/7/365 across all mental health and emotional wellbeing topics (from condition management to daily life struggles like loneliness, parenting, or caregiving), your employee can interact anonymously with a global community of people who can connect and support through their shared lived experiences. This is a place where a single post during a difficult time can give your employees the support they need, at the exact right time. The peer-to-peer community is exceptionally safeguarded; a clinically led trust and safety team ensures all peers are safe, and that every exchange follows community guidelines. Posts that include any element of risk are reviewed and escalated within seconds, and active risk posts connect your employees to a clinician immediately. Our community is diverse; allowing employees to post in 26 languages, and supports varied cohorts like first responders, teachers, health care workers, and many more. (*Value-added service*)

County shall not be responsible for any charges associated with services identified as "Not Included" unless expressly approved in writing by the County in advance.

Exhibit II
Fee Schedule and Conditions

1. **CAPITATED RATE:** Payment shall be made monthly by COMPANY to AWP for all fee-for-services covered under this AGREEMENT as may be amended. The fee shall be **$1.77 Per Employee Per Month** and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on **1,279** Company employees.

   Following the first month of service AWP will e-mail to COMPANY, on a monthly basis, an 'employee count' request asking for a COMPANY report of the number of Company employees for the requested month. All subsequent fees will be adjusted and

invoiced monthly, based upon changes in the number of Company employees indicated in a response to a request for an employee count. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Should COMPANY not provide an e-mail response to AWP requests for the 'employee count' by the 5th of each month, AWP will invoice, and COMPANY shall pay the AWP invoiced amount - based upon the last available 'employee count' AWP received. COMPANY will not be entitled to any reduction in a monthly fee based on a reduced number of Company employees if the employee count is not timely provided by COMPANY for the applicable month. Any necessary invoice adjustments based on a change in employee count timely provided by COMPANY will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle. If an 'employee count' is later confirmed to be greater than the employee count used in invoicing for any month, the amount owing for each such affected month shall be adjusted, as applicable, and any such increased amount owing for such month(s) shall be invoiced by AWP and payable within 30 days of the date of invoice.

2. **RATE GUARANTEE:** AWP will provide a **2-year** rate guarantee from **4/1/2026 to 3/31/2028** . AWP will provide thirty (30) days' notice prior to any rate escalation. Fees are based on the employee count reported by COMPANY. The employee count should include all active COMPANY employees. Household members sharing the same address as a COMPANY employee, dependents (spouses and children through age 26), retirees and terminated employees although covered, are not included in the employee count. Notwithstanding the foregoing, a terminated employee shall: (i) be an Eligible Participant for only six (6) months after the last date of employment with the COMPANY, and (ii) shall be eligible for one session for the purpose of assessment and referral to a third-party provider during the period six (6) month to one year after the last date of employment with the COMPANY.

3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** All fee-for-service items must require **prior written County approval**. Services, not otherwise specified, billed on a fee-for-service basis are itemized as follows:

   Ad hoc reporting (any requested report outside of our normal reporting) is available for $150.00 per hour with a one-hour minimum for all requests.

   Mediation services are available by arrangement. Contact the account manager for a price quote.

   On-site counseling (unrelated to Critical Incident Response Categories above) is available on a fee for service basis at the rate of $150.00 per hour plus travel expenses.

   For services beyond the number of hours allotted for Personal, Professional Training and Onsite Services in EXHIBIT I #7 of this AGREEMENT, the fee is $200 per hour plus travel expenses if applicable (distance calculated to be 50 miles or greater based on CUSTOMER service address provided and AWP originating office).

   A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are $200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Except as otherwise provided in this Agreement with regard to Critical Incident Response Categories, scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result, at AWP's election, in either an adjustment to the maximum annual hours for the same onsite services or training, or a $200 per hour charge to COMPANY in an amount equal to the hours scheduled and cancelled without the required advance notice.

County shall not be responsible for any fee-for-service charges, hourly rates, travel expenses, cancellation fees, or other costs unless expressly approved in writing in advance by the County. No verbal authorization or scheduling communication shall constitute approval. All financial obligations must be supported by written authorization and, where applicable, approval by the Galveston County Commissioners Court or the Human Resource Director.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of approval to un-appropriate remaining funds associated with previously completed engineering projects submitted by Professional Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 2:22 pm

Galveston County, Texas

Engineering Department - Bond Project Closeout

Project Worktag	Fund
23rd St Galveston	3014
Ave S Galveston	3014
Dror Avenue-CL Shores	3014
La Marque Road Projects	3014
Bayou Vista Road Projects	3014
Birch Rd Bridge	3014
Friendswood Lakes Blvd	3014
Bel Road - Kemah	3014
Hitchcock Roads Projects	3014
Jamaica Beach Various Roads	3014
Santa Fe Various Rds	3014
Texas Ave-14th N to 6th N	3014
Tiki Island Road Projects	3014
Century Blvd-Sea Lion Tech to	3014
Highland Bayou Slope Stability	3015
Highland Bayou Jay Rd Ditch	3015
Storm Water Infrastructure Imp (3015)	3015
Pelican Island Bridge	3313
Galv Co Road Rehab Proj- Santa Fe & San Leon	3308, 3312, & 3313
Storm Water Infrastructure Imp (3370)	3370
Flood Mitigation	3370
Bacliff Annex	3016

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

26-93-0330-A
Information Technology- Consideration of approval of personnel adjustment for Information Technology title change

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/20/26 1:59 pm

Department Name:	Fund Cost Center:
Information Technology	1101159100

Current Position Title	PSN	Current Salary	Requested Position Title	New Salary	Change in Salary	Comment
IT Security Engineer (G-127)	1591000054	$96,267.00	Security Platform Engineer (G-127)	$96,267.00	$0.00	Title Change
		$ 96,267.00		$ 96,267.00	$ -	

Start Date	3/30/2026
End of Fiscal Year	9/30/2026
Net Work Days	133

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	-
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	-
TCDRS	5153000	-
Worker's Compensation	5156000	-
Alternate Plan	5154000	-
Unemployment	5155000	-
FY 2026 Fiscal Impact		-

FY 2027 Fiscal Impact
-

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

26-94-0330-B
Emergency Management- Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 2:56 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 03/30/2026 : BAT-0000583

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000583
Amendment Date	03/30/2026
Description	26-94-0330-B; Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.
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)	5152000:Payroll Tax Expense	291010 Emergency Management	1101 General Fund		Medicare FICA payments			$63.00	$0.00	Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.	
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	291010 Emergency Management	1101 General Fund		Salaries and Wages			$4,282.00	$0.00	Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.	

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	$5,197.00	Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.	
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	291010 Emergency Management	1101 General Fund		Unemployment Compensation			$6.00	$0.00	Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.	
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	291010 Emergency Management	1101 General Fund		Alternate Plan			$337.00	$0.00	Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.	
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	291010 Emergency Management	1101 General Fund		Pension			$509.00	$0.00	Request transfer from General Fund - Budgeted Reserves to Emergency Management - Various Spend Categories to fund personnel adjustment.	

Emergency Management Personnel Breakdown.pdf

File Name Emergency Management Personnel Breakdown.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 03/13/2026 09:16:11 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	03/16/2026 10:34:34 AM	03/17/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	03/17/2026 09:05:40 AM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		03/17/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	03/18/2026 11:36:23 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	03/18/2026 11:39:34 AM	03/20/2026	Jesse Ryholt (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	03/19/2026 01:26:33 PM	03/20/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		03/21/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department Name:	Fund Cost Center:
Emergency Management	1101291010

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Deputy Emergency Management Coordinator (G-221)	2910100004	$84,630.00	$93,000.00	$8,370.00	Salary Adjustment
		$ 84,630.00	$ 93,000.00	$ 8,370.00	

Start Date	3/30/2026
End of Fiscal Year	9/30/2026
Net Work Days	133

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	4,282.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	63.00
TCDRS	5153000	509.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	337.00
Unemployment	5155000	6.00
	FY 2026 Fiscal Impact	5,197.00

FY 2027 Fiscal Impact
10,153.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

26-95-0330-C
Emergency Management- Request transfer from General Fund - Budgeted Reserves to Emergency Management - Other Contract Services to fund FY25 invoice

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 3:03 pm

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000584
Amendment Date 03/30/2026
Description Due to a delay in the vendor invoicing and payment process, an invoice for services performed during the previous fiscal year was not processed until the current fiscal year. As a result, payment for those prior fiscal year services was made using funds from the current FY budget for the Office of Emergency Management.
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	291010 Emergency Management	1101 General Fund		Other Contract Services			$12,068.24	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$12,068.24		

Galveston Co. Invoice No. 43546 for PSI.pdf
File Name Galveston Co. Invoice No. 43546 for PSI.pdf
Content Type application/pdf
Updated By Jesse Ryholt
Upload Date 03/18/2026 02:31:49 PM
Comment

Galveston Co. Invoice No. 43546 for PSI.pdf
File Name Galveston Co. Invoice No. 43546 for PSI.pdf
Content Type application/pdf
Updated By Jesse Ryholt
Upload Date 03/18/2026 02:31:49 PM
Comment
Galveston Co. Invoice No. 43546 for PSI.pdf
File Name Galveston Co. Invoice No. 43546 for PSI.pdf
Content Type application/pdf
Updated By Jesse Ryholt

Upload Date 03/18/2026 02:31:49 PM
Comment Invoice to be paid

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	03/13/2026 03:21:35 PM	03/14/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	03/16/2026 10:24:46 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Account information changes. Please refer to email.
Budget Amendment Event	Budget Amendment Event	Submitted	03/16/2026 10:37:41 AM	03/14/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	03/16/2026 11:01:54 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		03/14/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	03/16/2026 12:24:03 PM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: Sending back per Lee so changes can be made to amendment type.
Budget Amendment Event	Budget Amendment Event	Submitted	03/16/2026 12:42:38 PM	03/14/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	03/16/2026 01:02:33 PM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Amendment Type change to "Budget Transfer" Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	03/16/2026 01:03:36 PM	03/14/2026	Jesse Ryholt	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	03/16/2026 01:37:25 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		03/14/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	03/18/2026 02:26:18 PM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: Sending back to correct amount, per Lee and Jesse.

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	03/18/2026 02:31:50 PM	03/14/2026	Jesse Ryholt	1	Jesse Ryholt: Incorrect invoice has been removed. Correct invoice has been added, and the correct amount change has been made.
Budget Amendment Event	Approval by Budget Specialist	Approved	03/18/2026 02:38:13 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		03/14/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	03/18/2026 02:41:37 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	03/18/2026 02:45:30 PM	03/20/2026	Jesse Ryholt (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	03/19/2026 01:26:55 PM	03/20/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		03/21/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

psi technology

Invoice

DATE	INVOICE #
12/29/2025	43546

BILL TO	SHIP TO
Galveston County Texas County of Galveston Accounts Payable 722 Moody, 4th Floor Galveston, TX 77550	Galveston County Emergency Management 1353 FM 646 Road Dickinson, TX 77539-3001

P.O. #	TERMS	REP	SHIP DATE	SHIP VIA
PO-0005183	Net 30	IG	12/29/2025	B/W

ITEM	DESCRIPTION	RATE	QTY	AMOUNT
Everbridge	Everbridge Mass Notification for the period 2/14/2025 to 2/13/2026	12,068.24	1	12,068.24T
	No Sales Tax	0.00		0.00

Thank you for your business. Please call if you have any questions.

Total **$12,068.24**

Mail Payments To:
PetroSys Solutions, Inc.
P.O. Box 272128
Houston, TX 77277-2128

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

26-96-0330-D
County Court Administration- Request transfer within County Court Administration - Court Appointed Juvenile to Family and Child Protection Expenses to fund increase in Family Protection cases.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 3:09 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 03/30/2026 : BAT-0000593

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000593
Amendment Date	03/30/2026
Description	Request transfer from Court Appointed Juvenile to Family and Child Protection Expenses to fund increase in Family Protection cases; Commissioner Apffel has agreed to sponsor this item
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)	5431000:Court Related Expenses	122900 County Court Administration	1101 General Fund		Family and Child Protection Expenses			$20,000.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5431000:Court Related Expenses	122900 County Court Administration	1101 General Fund		Court Appointed Juvenile			$0.00	$20,000.00		

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	03/18/2026 12:31:34 PM	03/19/2026	Monica Gracia	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	03/18/2026 01:52:43 PM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-96-0330-D; Request transfer within County Court Administration - Court Appointed Juvenile to Family and Child Protection Expenses to fund increase in Family Protection cases.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		03/19/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	03/18/2026 02:32:12 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	03/19/2026 09:31:23 AM	03/20/2026	Monica Gracia (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	03/19/2026 01:27:30 PM	03/21/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		03/21/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

26-97-0330-E
Public Health - Request transfer within County Capital Projects Fund - Buildings - Goods to Buildings - Services to fund Behavior Health Observation Unit invoices.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 3:47 pm

View Event: Budget Amendment: - Project LTD Budget on 03/16/2026 : BAT-0000585

For Budget Amendment: - Project LTD Budget on 03/16/2026 : BAT-0000585
Overall Process Budget Amendment: - Project LTD Budget on 03/16/2026 : BAT-0000585
Overall Status In Progress
Due Date 03/17/2026
Calendars In Use Consecutive Days (No Calendars Selected)

Details

Budget Amendment Budget Amendment: - Project LTD Budget on 03/16/2026 : BAT-0000585
Company The County of Galveston
Plan Template Project LTD Budget : Behavior Health Observation Unit Project Budget (Non-Grant)
Plan Behavior Health Observation Unit Project Budget (Non-Grant)
Amendment ID BAT-0000585
Amendment Date 03/16/2026
Description To Record Project Budget Amendment for Behavior Health Project to move budget to services for 1099 reporting-for Sovereign Builders vendor invoices (non-cc)
Amendment Type Project Budget Amendment
Balanced Amendment Yes
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
01/01/2025 - 09/30/2026 (Behavior Health Observation Unit Project Budget (Non-Grant))	5700000:Capital Outlays	411010 Public Health	3100 County Capital Projects Fund	Buildings - Services		Behavior Health Observation Unit	$894,019.55	$0.00	1	894,019.55	0.00	USD	To Record Project Budget Amendment for Behavior Health Project to move budget to services for 1099 reporting-for Sovereign Builders vendor invoices (non-cc)	
01/01/2025 - 09/30/2026 (Behavior Health Observation Unit Project Budget (Non-Grant))	5700000:Capital Outlays	411010 Public Health	3100 County Capital Projects Fund	Buildings - Goods		Behavior Health Observation Unit	$0.00	$894,019.55	1	0.00	894,019.55	USD	To Record Project Budget Amendment for Behavior Health Project to move budget to services for 1099 reporting-for Sovereign Builders vendor invoices (non-cc)	

Behavior Health Project BAT-Recl to 1099 Services.pdf

File Name Behavior Health Project BAT-Recl to 1099 Services.pdf

Content Type	application/pdf
Updated By	Austin Schumann
Upload Date	03/16/2026 11:54:14 AM
Comment	

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	03/16/2026 11:54:15 AM	03/17/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	03/17/2026 03:05:31 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		03/17/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	03/18/2026 09:11:04 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	03/18/2026 09:12:23 AM	03/20/2026	Linda Liechty (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		03/20/2026	Diana Huallpa Trevino (Budget Manager)	1	

Remaining Process

Click on the button below to review remaining process details.

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts: FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY	Project Worktag	Debit (+)	Credit (-)
Mid-County Annex Renovation began 2025 Project Budget							
	3100	411010	5700000	Buildings-Goods	Behavior Health Observation Unit		894,019.55
	3100	411010	5700000	Buildings-Services	Behavior Health Observation Unit	894,019.55	
To Record Project Budget Amendment for Behavior Health Project to move budget to services for 1099 reporting-for Sovereign Builders vendor invoices (non-cc)							
						$ 894,019.55	$ 894,019.55

Prepared/Posted by: Austin Schumann **Accounting Date:** 3/16/2026

Approved in Workday by: Kenna Pruitt

Project/Project Hierarchy: Behavior Health Observation Unit
Period: FY2026 - Mar
Book: Modified Accrual
Plan Structure: Project LTD Budget

Fund	Cost Center	Project	Program	Ledger Account	Spend Category	Revenue Category	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
1101 General Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	1696010:Construction in Progress	Buildings	(Blank)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1101 General Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Buildings	(Blank)	0.00	338,347.75	0.00	0.00	0.00	0.00	338,347.75	(338,347.75)	0.00%
1101 General Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Buildings - Goods	(Blank)	0.00	569,476.43	0.00	0.00	288,942.95	0.00	858,419.38	(858,419.38)	0.00%
1101 General Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Furniture and Fixtures	(Blank)	0.00	249,726.71	0.00	0.00	0.00	0.00	249,726.71	(249,726.71)	0.00%
1101 General Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5781000:CIP - Projects Crossing Fiscal years	Buildings	(Blank)	0.00	(31,035.00)	0.00	0.00	0.00	0.00	(31,035.00)	31,035.00	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	1159005:Miscellaneous Receivable - Deposits	(Blank)	Miscellaneous Receivable Deposits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	1696010:Construction in Progress	Buildings	(Blank)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	4330000:Intergovernmental Revenues - Federal	(Blank)	Other Financial Assistance	0.00	(8,956,035.69)	0.00	0.00	0.00	0.00	(8,956,035.69)	8,956,035.69	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Buildings	(Blank)	0.00	9,924,622.65	0.00	0.00	197,469.37	0.00	10,122,092.02	(10,122,092.02)	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Furniture and Fixtures	(Blank)	0.00	252,007.73	0.00	0.00	0.00	0.00	252,007.73	(252,007.73)	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5781000:CIP - Projects Crossing Fiscal years	Buildings	(Blank)	0.00	(1,100,546.68)	0.00	0.00	0.00	0.00	(1,100,546.68)	1,100,546.68	0.00%
3100 County Capital Projects Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	4911000:Transfers - General Fund	(Blank)	Transfer from General Fund	(1,277,170.79)	0.00	0.00	0.00	0.00	0.00	0.00	(1,277,170.79)	0.00%

Fund	Cost Center	Project	Program	Ledger Account	Spend Category	Revenue Category	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
3100 County Capital Projects Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Buildings	(Blank)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
3100 County Capital Projects Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Buildings - Goods	(Blank)	894,019.55	0.00	0.00	0.00	0.00	0.00	0.00	894,019.55	0.00%
3100 County Capital Projects Fund	411010 Public Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	Buildings - Services	(Blank)	383,151.24	0.00	0.00	0.00	0.00	0.00	0.00	383,151.24	0.00%
Total Revenue							1,277,170.79	8,956,035.69	0.00	0.00	0.00	0.00	8,956,035.69	(7,678,864.90)	701.24%
Total Expenditures							1,277,170.79	10,202,599.59	0.00	0.00	486,412.32	0.00	10,689,011.91	(9,411,841.12)	836.93%
Net Total (Revenue - Expense)							**0.00**	**(1,246,563.90)**	**0.00**	**0.00**	**(486,412.32)**	**0.00**	**(1,732,976.22)**	**1,732,976.22**	**0.00%**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

26-98-0330-F
Professional Services- Request transfer from General Fund - Budgeted Reserves & Employee Benefits - Insurance Reimbursements to GLP-1 Employee Wellness Program to fund the GLP-1 program expenses.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 4:04 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 03/30/2026 : BAT-0000594

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000594
Amendment Date	03/30/2026
Description	26-98-0330-F; Request transfer from General Fund - Budgeted Reserves & Employee Benefits - Insurance Reimbursements to GLP-1 Employee Wellness Program to fund the GLP-1 program expenses.
Amendment Type	Budget Transfer
Balanced Amendment	No
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	$700,000.00	Request transfer from General Fund - Budgeted Reserves & Employee Benefits - Insurance Reimbursements to GLP-1 Employee Wellness Program to fund the GLP-1 program expenses.	
FY2026 Annual (FY26 Amended Budget)	5910000:Transfers Out - Operating	921010 Transfers and Reserves	1101 General Fund		Transfer to Employee Benefits			$700,000.00	$0.00	Request transfer from General Fund - Budgeted Reserves & Employee Benefits - Insurance Reimbursements to GLP-1 Employee Wellness Program to fund the GLP-1 program expenses.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	4911000:Transfers - General Fund	155023 Employee Benefits	6123 Employee Benefits Fund	Transfer from General Fund				$0.00	$700,000.00	Request transfer from General Fund - Budgeted Reserves & Employee Benefits - Insurance Reimbursements to GLP-1 Employee Wellness Program to fund the GLP-1 program expenses.	
FY2026 Annual (FY26 Amended Budget)	5491000:Insurance	155023 Employee Benefits	6123 Employee Benefits Fund		GLP-1 Employee Wellness Program			$900,000.00	$0.00	Request transfer from General Fund - Budgeted Reserves & Employee Benefits - Insurance Reimbursements to GLP-1 Employee Wellness Program to fund the GLP-1 program expenses.	

Cost Structure - GLP-1.pdf

File Name Cost Structure - GLP-1.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 03/19/2026 10:33:31 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	03/19/2026 10:33:32 AM	03/20/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	03/19/2026 10:50:08 AM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		03/20/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	03/19/2026 01:51:08 PM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	03/19/2026 01:51:08 PM	03/21/2026	Christie Motogbe (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	03/19/2026 04:18:46 PM	03/21/2026	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		03/21/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Cost Structure

	Thomas						Janke					
	Weekly			Monthly			Weekly			Monthly		
	EE	County	Total	EE	County	Total	EE	County	Total	EE	County	Total
Semaglutide	$23.08	$57.69	$80.77	$100.00	$250.00	$350.00	$23.08	$57.69	$80.77	$100.00	$250.00	$350.00
Tirzepatide	$23.08	$57.69	$80.77	$100.00	$250.00	$350.00	$23.08	$57.69	$80.77	$100.00	$250.00	$350.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
29.

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

Receive public comments on dune mitigation permit for Subdivision Beachfront Seagrass, Gilchrist

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	3/17/26 4:05 pm
2	Veronica Van Horn	Approve	3/19/26 4:14 pm
3	Dianna Martinez	Approve	3/19/26 4:50 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
30.

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

Consideration of approval of dune mitigation permit for Subdivision Beachfront Seagrass, Gilchrist

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	3/17/26 4:05 pm
2	Veronica Van Horn	Approve	3/19/26 4:16 pm
3	Dianna Martinez	Approve	3/19/26 4:55 pm

,
MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER
FLOODPLAIN ADMINISTRATOR

NICOLE STELLY
FLOODPLAIN & PERMITTING MANAGER

THE COUNTY OF GALVESTON
Office of the County Engineer
722 Moody, Galveston, TX 77550
(409) 770-5552

NOTICE OF HEARING

March 16, 2026

Seagrass Beach LLC
PO BOX 2299
Friendswood, TX 77549

Re: SUBDIVISION BEACHFRONT SEAGRASS, GILCHRIST, TX 77617

Dear Seagrass Beach LLC,

Our office has received your dune mitigation application for Subdivision Beachfront Seagrass, Gilchrist TX 77617.

The Galveston County Commissioners Court will meet on March 30, 2026 at 9:30 am to hear public comments regarding this application. The meeting will be held at the Galveston County Calder Annex, 174 Calder Road, Room 100, League City, Texas 77573.

Title 31 of the Texas Administrative Code, Chapter 15.4 (f) requires that you provide ***landowners immediately adjacent*** to the address above, notification of the public hearing at least 10 days before the hearing. Such notice may be made by sending a copy of this letter by certified mail and providing my office with a copy of the return receipt. The County will submit this notice on your behalf. Attached is a list of names and mailing addresses provided by the Galveston Central Appraisal District to which the letters will be mailed.

Adjacent landowners - *The proposed mitigation plan does not show any impacts to adjacent properties. Action on your behalf is not required, but you are welcome to participate in the public hearing and/or you may contact our office if you have any questions or concerns regarding the mitigation plan.*

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Nicole Stelly
Floodplain & Permitting Manager

Attachment/s

List of Adjacent Landowners

Glen & Teri Morgan
PO BOX 26005
Beaumont, TX 77720

Elgin & Teresa Lee
44 Michael Loop
Lumberton, TX 77657

John A Ferdinandi & Christine S Ferdinandi
Trustees of The Ferdinandi Family Trust
5447 Richmond Ave
Dallas, TX 75206

Vincent J Fertitta Jr & Kimberly R Fertitta
1206 Montecito
Bulverde, TX 78163

Zinn W H Est
Zinn Petroleum Co
3400 Bissonnet St.
STE 250
Houston, TX 77005

TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

March 6, 2026

Via Electronic Mail

Nicole Stelly
Floodplain & Permitting Manager
722 Moody Avenue, 1st Floor
Galveston, Texas 77550-2317

Beachfront Construction Certificate and Dune Protection Permit in Galveston County
Legal Description: Seagrass Beach (2015) Abst 51, Res 10, Acres 9.236
Lot Applicant: Caleb Tomlinson c/o Seagrass Beach LLC
Application No: FP-25-619
GLO ID No.: BDGC-25-0176a

Dear Ms. Stelly:

The General Land Office (GLO) has reviewed the application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes a dune restoration project using sand fencing and hay bales and to adversely impact 20,180 square feet of dune vegetation by placing the bales on top of the dunes. The applicant proposes to cover the hay bales with approximately 2,021 cubic yards of beach-quality sand and an in-place mitigation area with 25,600 square feet of dune vegetation. According to the Bureau of Economic Geology, the area is eroding at a rate of four to five feet per year.

Based on the materials forwarded to our office for review, we have the following comments:

- The applicant is prohibited from adversely impacting dunes and dune vegetation that are not included in this permit application. Any unauthorized adverse impacts to dunes or dune vegetation are in violation of the Dune Protection Act and may be subject to enforcement action by the County and the GLO, which may include administrative penalties of no less than $50 and no more than $2,000 per violation per day.[1] Enforcement history will be taken into consideration when determining penalty amounts.

- The County shall not allow any person to restore dunes if the dune restoration project will restrict or interfere with public use of the beach at normal high tide.[2]

- Only indigenous dune vegetation that will help achieve the same protective capability or greater capability as the vegetation on surrounding natural dunes may be used to restore or repair dunes.[3] The proposed species of beach morning glory, marshhay cordgrass, sea oats, and bitter panicum are permissible.

[1] 31 Tex. Admin. Code § 15.9(a)(1)(A).
[2] 31 Tex. Admin. Code § 15.7(e)(2).
[3] 31 Tex. Admin. Code § 15.4(f)(3)(A)(iv)

- Sand obtained by scraping or grading dunes, or the beach may not be used to restore dunes or be placed on top of the hay bales.[4]
- Any sand, soil, sediment, or dredged spoil deposited within critical dune areas or seaward of the local dune protection line must be of an acceptable mineralogy or grain size as compared to the sediments found onsite.[5]

Hay Bales

- Any material used to secure the bales must be organic and biodegradable.[6] Any plastic netting around the hay bales must be removed from the bales before they are placed on the beachfront.

- The hay bales must be located adequately landward[7] so as to not become dislodged during high tide and should be covered with enough beach-quality sand to prevent them from dispersing. The GLO recommends that the applicant cover the bales with additional beach-quality sand from off-site should they become uncovered. If the hay bales begin to fail and/or come apart, the bales must be removed from the beachfront.

Sand Fencing

- Sand fences must be discontinuous and conform to the most recent edition of the GLO Dune Protection and Improvement Manual for Texas Gulf Coast guidelines. The sand fencing must be placed at the seaward toe of the proposed restored hay bale core dunes in discontinuous, 10-foot-long sections with a 10-foot space between them and at a 35- to 45- degree angle perpendicular to the prevailing onshore wind. The applicant must reconfigure the sand fencing on either end of the project area to comply with this requirement.

- The sand fences are only authorized to be placed in the beachfront area on a temporary basis and must be removed once the restoration project is complete or should the fencing become damaged.[8]
- Based on the photographs included in the application materials, there are numerous existing damaged posts and debris on the beachfront that should be removed before the new fencing is installed.

Mitigation

- The County must require the applicant to conduct mitigation efforts for the dune vegetation impacts continuously until the repaired, rehabilitated, and restored dune vegetation is equal or superior to the pre-existing dune vegetation.[9] These efforts shall include preservation and maintenance of restoration activities pending completion of mitigation.[10]

[4] 31 Tex. Admin. Code § 15.7(e)(5)(E).
[5] 31 Tex. Admin. Code § 15.4(c)(3).
[6] 31 Tex. Admin. Code § 15.7(e)(5)(B).
[7] 31 Tex. Admin. Code § 15.6(b).
[8] 31 Tex. Admin. Code § 15.7(e)(6)(A).
[9] 31 Tex. Admin. Code § 15.4(g)(2).
[10] 31 Tex. Admin. Code § 15.4(g)(2).

- The permittee must complete dune vegetation relocation or planting portions of the mitigation plan within one year of initiation of construction.[11] The GLO requests that the County notifies the GLO of the date of the initiation of construction or note the date in the shared mitigation tracking spreadsheet.
- The permittee shall be deemed to have failed to achieve mitigation if a 1:1 ratio has not been achieved within three years after initiation of construction, and the GLO may initiate enforcement as provided in 31 Tex. Admin. Code § 15.9.[12]
- The County shall determine a mitigation project is complete when the dune restoration project's position, contour, volume, elevation, and vegetative cover matches or exceeds the surrounding naturally formed dunes.[13]
- The County shall provide written notification to the GLO after determining that mitigation is complete. The GLO may conduct a field inspection to verify compliance.[14]
- Where a mitigation plan is required, the applicant must provide landowners immediately adjacent to the tract with notice of the hearing at least 10 days prior to the hearing on the application.[15]

In the event of a material change to the site conditions or the proposed construction, a new or amended beachfront construction certificate and dune protection permit is required.[16] If you have any questions, please contact me at (512) 463-5234 or at lauren.medlin@glo.texas.gov.

Sincerely,

Lauren Medlin

Lauren Medlin
Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

cc: Alexis Cook, Floodplain Specialist

[11] 31 Tex. Admin. Code § 15.4(g)(5).
[12] 31 Tex. Admin. Code § 15.4(g)(5).
[13] 31 Tex. Admin. Code § 15.4(g)(3).
[14] 31 Tex. Admin. Code § 15.4(g)(4).
[15] 31 Tex. Admin. Code § 15.4(b)(5)
[16] 31 Tex. Admin. Code § 15.3(t)(5).

SEACOAST SURVEYORS

DUNE AND VEGETATION RESTORATION PLAN

February 2, 2026

To: Ms. Lauren Medlin

Beach Access & Dune Protection Program

Coastal Resources Division

Texas General Land Office

(512) 463-5234

Lauren.Medlin@glo.texas.gov

From: Michael Hoover, RPLS, LSLS, CFM

Seacoast Surveyors, LLC

Texas Firm Registration No.: 10194703

RE: Beachfront Construction Certificate and Dune Protection Permit in Galveston County

Site Location:	Seagrass Beach, Gilchrist, Texas 77617
Legal Description:	Abstract 51- A. Dickson Survey, Reserve 10, Seagrass Beach
Lot Applicant:	Brad Ballard, Manager

Dear Ms. Medlin,

Brad Ballard (herein after referred to as “applicant”) plans to complete a comprehensive dune restoration and sand fence installation. The restoration area will consist of approximately 25,600 square feet of transplanted vegetation, and up to 2,021 cubic yards of beach quality sand (as shown on accompanying site plan). The addition of sand to the dunes will impact approximately 20,180 square feet of vegetation between the existing vegetation line and the proposed north toe of dune.

The applicant will plant those certain species of dune vegetation as detailed in the *Dune Protection and Improvement Manual for the Texas Gulf Coast – 6th Edition*. The applicant will obtain the plants from a local nursery for coastal vegetation. Careful attention will be given to not damaging the small hair roots. The vegetation area (approximately 25,600 square feet) will consist of the following plants:

- Approximately 1,200 specimens of *Ipomea pes-caprae* or *Impoea imperati* (Beach Morning Glory) at/near the South Toe of the Dune, spaced 2-3 feet center.
- Approximately 1,600 specimens of *Spartina patens* (Marshhay cordgrass) near the center of the seaward face of the Dune, spaced 1-3 feet center.
- Approximately 600 specimens of *Uniola paniculata* (Sea oats) near the center of the seaward face of the Dune, spaced 2-3 feet center.
- Approximately 1,200 specimens of *Panicum amarum* (Bitter panicum) at/near the Top Ridge of the Dune, spaced 2-3 feet center.

Applicant will install signage to indicate a restoration is in progress. Verbiage of the sign will be similar to the Figure 13 in the *Dune Protection and Improvement Manual for the Texas Gulf Coast – 6th Edition* (as shown below, more specifications detailed on page 3):

Example sign from GLO Manual

Dune and Vegetation Restoration Timeline

Day 0:
Applicant receives approval of the Beachfront Construction application from Galveston County. No work can commence on the restoration effort before approval. The applicant will take pictures of the vegetation restoration area.

Day 1:
The applicant will remove the deteriorated sand fence and any other fencing seaward of the project area.

Day 2 until completion:
Hay Bales: The applicant will place approximately 300 4' x 4' round hay bales atop the existing dune and vegetation. All netting and wiring from the bales will be removed prior to being covered with sand. Applicant will take pictures showing the netting or wiring removed. Bales will be secured with organic and biodegradable stakes, such as wooden laths, bamboo, or GreenStakes. Applicant will cover the bales with beach quality sand (detailed below) to a width of 20 feet and a height of 6.5 feet centered along the existing dune (as shown on accompanying site plan). If the hay bales become uncovered, applicant will cover the bales with additional beach-quality sand from off-site. Hay bales that begin to fail and/or come apart must be removed from the beachfront area by the applicant.

Sand placement: Sand used for this project will be obtained from a local sand pit located on the Bolivar Peninsula. The source material is beach-quality sand that is comparable to native beach and dune sediments. The sand is predominantly quartz, light tan in color, and consists primarily of fine to medium sand with a typical grain size range of approximately 0.15–0.35 mm. Minor shell fragments may be present, consistent with native beach deposits. The material contains negligible silt and clay fractions and is free of debris, organic matter, and contaminants. Sand will be placed atop existing dune and will bury the existing vegetation (approximately 20,180 square feet of existing vegetation).

Vegetation: Plants will be purchased from a local nursery and taken to the vegetation restoration area. The soil in the restoration area must be moistened prior to planting. Each transplant site will be hand dug and at least 6 inches deep. The roots will be covered in dune sand and covered while packed tight to remove air pockets from the sand. Vegetation will be planted in zones in the fashion described above. Per the Dune Protection and Improvement Manual for the Texas Gulf Coast – 6th Edition: "Immediate watering of transplants is not imperative, but success is increased if planting is done after a rain or if the dune is watered before the planting. Continual watering of the newly planted vegetation, especially during drought conditions, is encouraged to help increase the

likelihood of survival. Dune grasses should never be mowed as this destroys their ability to trap sand and may kill the plants." The plants should be watered often in the absence of precipitation.

Sand Fencing:
Sand fencing will be installed after the hay bales and beach quality sand are placed, and the vegetation is transplanted. Sand fencing will be in 10 feet segments, 10 feet distant from one another, and 45 degrees relative to the line of vegetation. The furthest limits of the sand fence will lie 18 feet from the existing line of vegetation, and 13.5 feet from the proposed line of vegetation. The furthest seaward extent of the proposed sand fence corridor is on average 135-140 feet from the line of Mean High Water to avoid any issues with public beach access.

Signs: Applicant will install signage around the restoration area. Signs will be similar to those depicted in the Dune Protection and Improvement Manual for the Texas Gulf Coast - 6th Edition, on pg. 14, in Figures 12 and 13. The sign will be 2'x2' maximum, wooden, and secured to a 4" x 4" square post immediately landward of every 12th sand fence (every 120' - 10 signs total). Applicant is aware the signage must be removed before the permit can be closed out.

Galveston County and the Texas General Land Office must be notified that the sand placement, vegetation transplanting, and sand fence installation have been completed. Written notification must include before and after photographs of sand placement, newly planted areas, and sand fence.

Day 90 - After Completion of the Sand Placement and Vegetation Transplant – First Quarterly Report to the General Land Office and Galveston County. The Report will include narrative and pictures which depict the progression of the regrowth of vegetation within the Vegetation Restoration Area. From 90 Days After Completion of the vegetation planting to 1-year anniversary, the applicant must submit quarterly reports (see above) until the General Land Office and Galveston County are satisfied with the dune vegetation restoration effort within the restoration area. The dune vegetation restoration effort is not complete until the client receives written notification from the Galveston County and/or Texas General Land Office stating their acceptance of the restoration effort.

From Day 90 to the 3-year anniversary of the project initiation, the applicant must submit quarterly reports (see above) until the General Land Office and Galveston County are satisfied with the "In-Place Restoration Area" effort. The restoration project is not complete until the client receives written notification from Galveston County and/or Texas General Land Office stating their acceptance of the restoration.

Appendix Table of Contents:

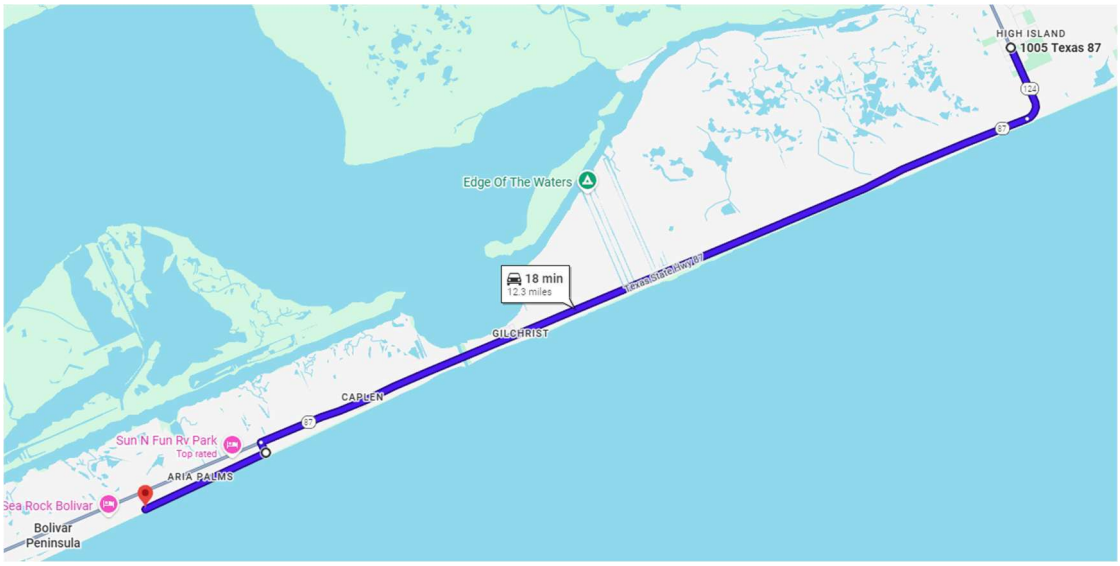
PAGE	ATTACHMENT
5	Photographs of Site
6	Driving Directions to Site
7	Adjoining Property Contact Information

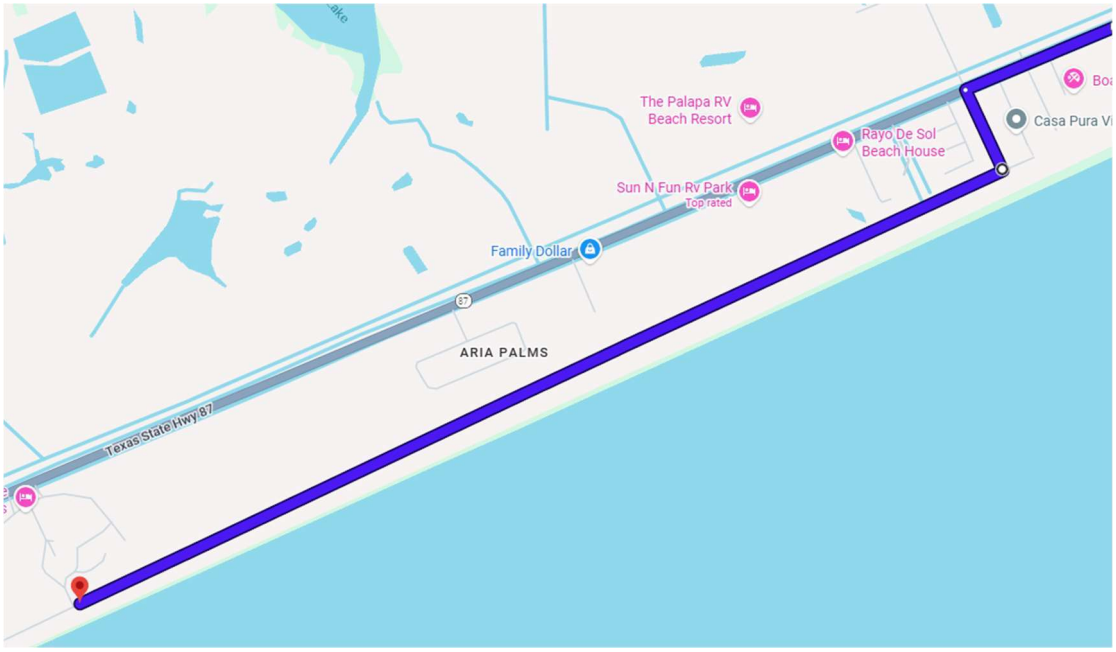
Photographs of Site

Looking West, showing deteriorated sand fence and current dune configuration.

Looking East, showing deteriorated sand fence and current dune configuration.

Driving Directions to Site





Driving Directions to Site from High Island, TX: Head south on State Highway 124 for 1 mile and follow the curve to State Highway 87 for 9.7 miles. Turn left (south) onto Smith Drive. Proceed to the end of Smith Drive and turn right (west) onto the beach. The project site is 1.5 miles from the southerly end of Smith Drive.

Contact Information of Adjoining Lots

(Subject property shown in red, owned by Seagrass Beach LLC):

Green: Situs: 3600 HWY 87, Gilchrist, TX 77617, Abst 51 A Dickson, 10.7 Acres
Mailing: Glen Morgan, PO Box 26005, Beaumont, TX 77720

Yellow: Situs: 302 Seagrass, Gilchrist, TX, Lot 1, Seagrass Beach
Mailing: Lee Elgin, 44 Michael Loop, Lumberton, TX 77657

Blue: Situs: 306 Seagrass, Gilchrist, TX, Lot 2, Seagrass Beach
Mailing: John A Ferdinandi, Trustee, 5447 Richmond Ave, Dallas, TX 75206

Lime: Situs: 440 & 442 Seagrass, Gilchrist, TX, Lots 35 & 36, Seagrass Beach Replat
Mailing: Vincent Fertitta, 1206 Montecito, Bulverde, TX 78163

Brown: Situs: 373 HWY 87, Gilchrist, TX, Abst 90 SF Hughes, 139.67 Acres
Mailing: Zinn Petroleum Co, 3400 Bissonnet St, Ste 250, Houston, TX 77005

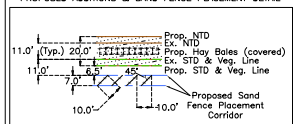
Local Lot Configuration

EXHIBIT
Proposed Site Plan
Seagrass Beach, Gilchrist, TX, 77617

PROPOSED SAND PLACEMENT NOTES

Addition of approximately 300 haybales and approximately 2,021 cubic yards of Beach Quality Sand. Proposed additions will be atop existing dunes. Sand will be placed on site by skid steer and spread into place manually.
("Construction with Imported Sand"
2021 Dune Protection Manual Pgs. 20–21)

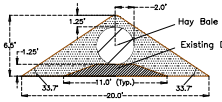
PROPOSED ADDITIONS & SAND FENCE PLACEMENT DETAIL



Proposed Sand Fencing will be 10' segments, 10' distant from one another, and 45 degrees relative to the Line of Vegetation.
(2021 Dune Protection Manual Pgs. 18–19)

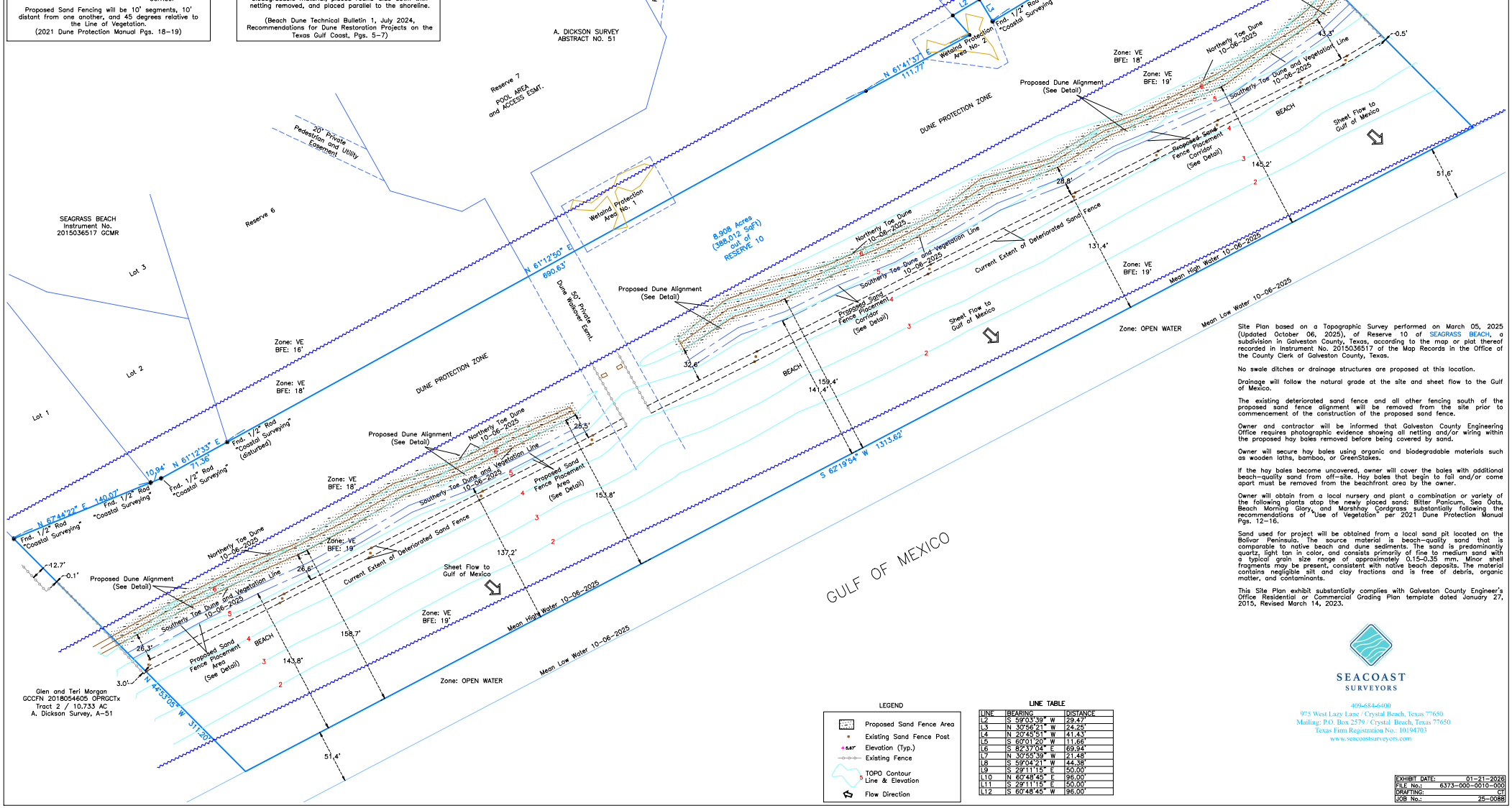
PROPOSED DUNE CROSS SECTION

Base Width:	20'
Height:	6.5'
Slope:	33.7'
Length:	1,217' Total (East: 716' – West: 501')
Additional Volume:	2,022 cu. yds.
Finished Ridge Elev:	11.25' NAVD88



Proposed Hay Bales will be 4'x4' bales, covered with beach–quality sand, secured with organic and biodegradable material, placed round–side down with netting removed, and placed parallel to the shoreline.

(Beach Dune Technical Bulletin 1, July 2024, Recommendations for Dune Restoration Projects on the Texas Gulf Coast, Pgs. 5–7)



Site Plan based on a Topographic Survey performed on March 05, 2025 (Updated October 06, 2025), of Reserve 10 of SEAGRASS BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Instrument No. 2015036517 of the Map Records in the Office of the County Clerk of Galveston County, Texas.

No swale ditches or drainage structures are proposed at this location.

Drainage will follow the natural grade at the site and sheet flow to the Gulf of Mexico.

The existing deteriorated sand fence and all other fencing south of the proposed sand fence alignment will be removed from the site prior to commencement of the construction of the proposed sand fence.

Owner and contractor will be informed that Galveston County Engineering Office requires photographic evidence showing all netting and/or wiring within the proposed hay bales removed before being covered by sand.

Owner will secure hay bales using organic and biodegradable materials such as wooden laths, bamboo, or GreenStakes.

If the hay bales become uncovered, owner will cover the bales with additional beach–quality sand from off–site. Hay bales that begin to fail and/or come apart must be removed from the beachfront area by the owner.

Owner will obtain from a local nursery and plant a combination or variety of the following plants atop the newly placed sand: Bitter Panicum, Sea Oats, Beach Morning Glory, and Marshhay Cordgrass substantially following the recommendations of "Use of Vegetation" per 2021 Dune Protection Manual Pgs. 12–16.

Sand used for project will be obtained from a local sand pit located on the Bolivar Peninsula. The source material is beach–quality sand that is comparable to native beach and dune sediments. The sand is predominantly quartz, light tan in color, and consists primarily of fine to medium sand with a typical grain size range of approximately 0.15–0.35 mm. Minor shell fragments may be present, consistent with native beach deposits. The material contains negligible silt and clay fractions and is free of debris, organic matter, and contaminants.

This Site Plan exhibit substantially complies with Galveston County Engineer's Office Residential or Commercial Grading Plan template dated January 27, 2015, Revised March 14, 2023.

LEGEND

- Proposed Sand Fence Area
- Existing Sand Fence Post
- +5.67 Elevation (Typ.)
- Existing Fence
- TOPO Contour Line & Elevation
- Flow Direction

LINE TABLE

LINE	BEARING	DISTANCE
L2	S 59°03'39" W	29.47'
L3	N 30°56'21" W	24.25'
L4	N 20°45'51" W	41.43'
L5	S 60°01'20" W	11.66'
L6	S 82°37'04" E	69.94'
L7	N 30°55'39" W	21.48'
L8	S 59°04'21" W	44.38'
L9	S 29°11'15" E	50.00'
L10	N 60°48'45" E	96.00'
L11	S 29°11'15" E	50.00'
L12	S 60°48'45" W	96.00'

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 DATE:	01–21–2026
FILE No.:	6373–000–0010–000
DRAFTING:	CT
JOB No.:	25–0088

COUNTY OF GALVESTON
COUNTY ENGINEER
722 MOODY, 1ST FLOOR
GALVESTON, TEXAS 77550

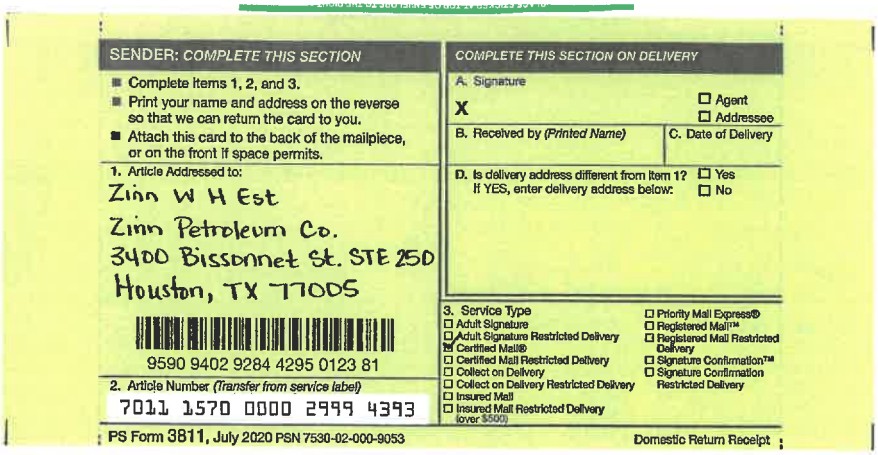
7011 1570 0000 2999 4393

COUNTY OF GALVESTON
COUNTY ENGINEER
722 MOODY, 1ST FLOOR
GALVESTON, TEXAS 77550

7011 1570 0000 2999 4386

COUNTY OF GALVESTON
COUNTY ENGINEER
722 MOODY, 1ST FLOOR
GALVESTON, TEXAS 77550

7011 1570 0000 2999 4355



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Zinn Petroleum Co.
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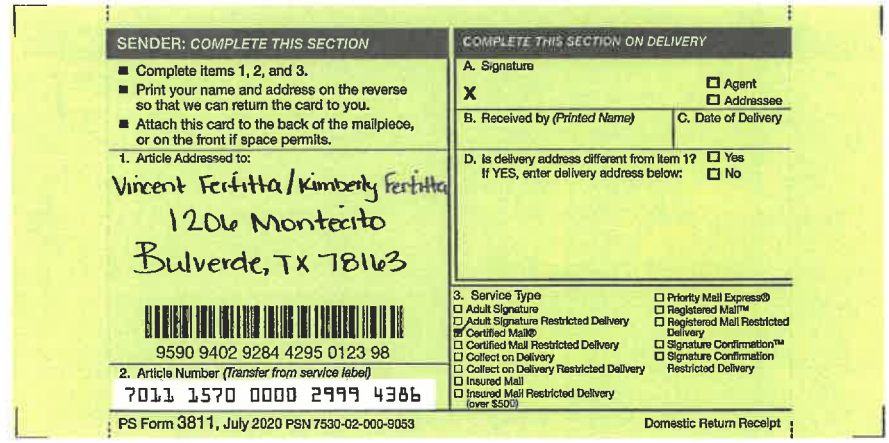

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1206 Montecito
Bulverde, TX 78163

9590 9402 9284 4295 0123 98

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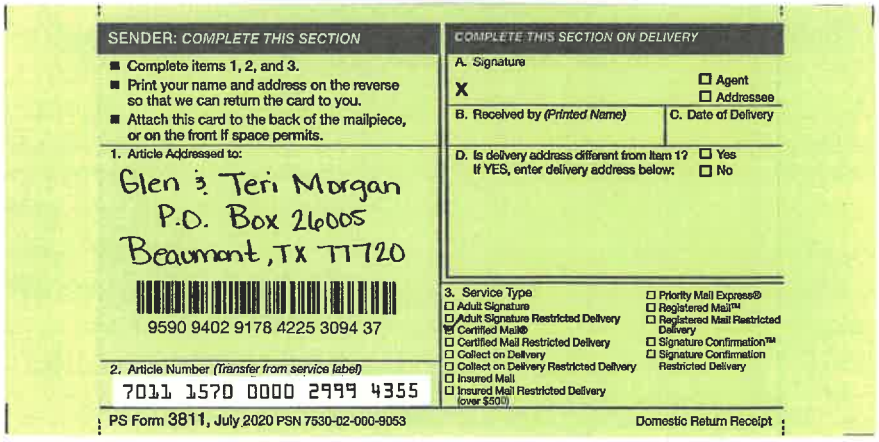

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Glen & Teri Morgan
P.O. Box 26005
Beaumont, TX 77720

9590 9402 9178 4225 3094 37

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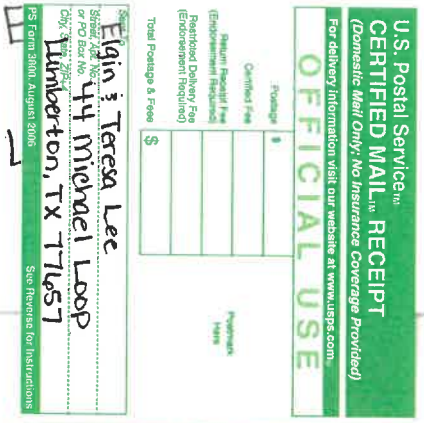
COUNTY ENGINEER
722 MOODY, 1ST FLOOR
GALVESTON, TEXAS 77550

7011 1570 0000 2999 4362

7011 1570 0000 2999 4362



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COUNTY ENGINEER
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GALVESTON, TEXAS 77550

7011 1570 0000 2999 4379

7011 1570 0000 2999 4379

Joh
dinandi

CERTIFIED MAIL™

COUNTY OF GALVESTON
COUNTY ENGINEER
722 MOODY, 1ST FLOOR
GALVESTON, TEXAS 77550

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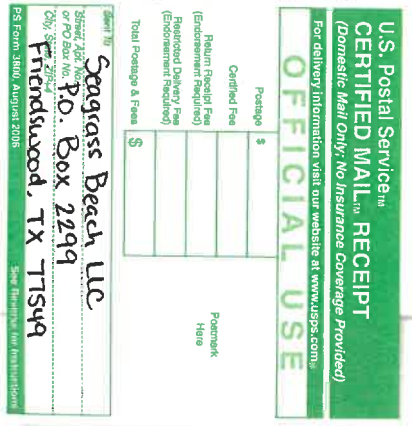
7011 1570 0000 2999 4409



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Elgin & Teresa Lee
44 Michael Loop
Lumberton, TX 77657

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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Certified Mail ®
■ A mailing receipt
■ A unique identifi
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Important Remind
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IMPORTANT: Sav
PS Form 3800, August

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John A Ferdinandi /Christine Ferdinandi
Trustees of The Ferdinandi Family Trust
5447 Richmond Ave
Dallas, TX 75206

9590 9402 9284 4295 0123 29

2. Article Number *(Transfer from service label)*

7011 1570 0000 2999 4379

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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IMPORTANT: Sav
PS Form 3800, August

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Seagrass Beach LLC
P.O. Box 2299
Friendswood, TX 77549

9590 9402 9284 4295 0123 74

2. Article Number *(Transfer from service label)*

7011 1570 0000 2999 4409

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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IMPORTANT: Sav
PS Form 3800, August

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
31.

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

Consideration to award ITB 26-084, Texas City Hurricane Levee Improvements

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/18/26 4:23 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

March 30, 2026

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: ITB 26-084, Texas City Hurricane Levee Improvements

Gentlemen,

Bids for ITB 26-084, Texas City Hurricane Levee Improvements, were opened on February 26, 2026. One (1) bid were received from the following company:

- Russell Marine, LLC — Channelview, TX

After careful review, it is requested that this bid be awarded to the lowest cost, best value, and qualified bidder that met the specifications, Russell Marine, LLC in the amount of $270,000.00.

Your consideration and approval of this recommendation is respectfully requested.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER

NANCY M. BAHER, PE
ASSISTANT COUNTY ENGINEER

NICOLE STELLY
FLOODPLAIN AND PERMIT MANAGER

ELIZABETH ROBERTSON
PLATTING AND RIGHT-OF-WAY AGENT

THE COUNTY OF GALVESTON
Office of the County Engineer
722 Moody, Galveston, TX 77550
(409) 770-5552

March 16, 2026

Mr. Francisco Rodriguez, Purchasing Agent
722 Moody
Galveston, TX 77550

Re: Texas City Hurricane Levee Improvements - I-Wall Utility Relocations
ITB 26-084

Dear Mr. Rodriguez:

On February 26, 2026, one bid from Russell Marine LLC in the amount of $297,000.00 was received. After reviewing the bid, we requested that Russell Marine provide a best and final offer. Russell Marine responded with a $27,000.00 reduction in cost as shown in the attached email.

We recommend awarding the contract to the bidder, Russell Marine LLC in the amount of $270,000.00.

Please place this award on the next available Commissioners Court meeting.

Sincerely,

Michael C. Shannon, PE, CFM
County Engineer

From: Ryan Baker
To: Shannon, Michael
Subject: [EXTERNAL]I-Wall Utility Relocation - Negative Change Proposal
Date: Friday, March 13, 2026 11:27:13 AM
Attachments: image001.png
Importance: High

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.

Michael,

Thank you for calling and expressing the county's concerns and challenges regarding our proposal in comparison to your anticipated cost. Like I mentioned during our conversation, our costs are ~$247,000 and that does not include any project staff cost since they are paid for under a separate contract we have with USACE. That being said, I hereby offer a reduction in our bid by $27,000 to better accommodate the county's budget and provide a superior value to the residents of Galveston County. This results in a revised total of $270,000.00. Our goal is to move forward with this work as soon as possible to prevent delays related to the other work we are performing under our separate contract with USACE.

Please let me know if there is anything further you need from our side to move forward with presenting this to the commissioners.

Thank you,
Ryan

Ryan Baker
Chief Estimator & Director of Preconstruction | Russell Marine, LLC
16740 East Freeway | Channelview, TX 77530
C: 936-520-2738 | O: 281-860-0011 | F: 281-860-0118
www.russellmarinellc.com

russell-marine-logo

This e-mail and any files transmitted with it are intended only for the person or entity to which it is addressed and may contain confidential material and/or material protected by law. Any retransmission or use of this information may be a violation of that law. If you received this in error, please contact the sender and delete the material from any computer.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
32.

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:** 3/5/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description: Texas City Hurricane Levee Improvements**

7) **PEID No:**
8) **Req No: ITB #26-084**
9) **Orgkey: 3015 190100**
10) **Object Code: 5700000**
11) **Vendor: Russell Marine, LLC**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Limited Tax Flood Control Bonds Series 2017 Fund**
14) **Fund #: 3015**
15) **Current Year Budgeted: $270,000.00**
16) **Current Year Projected: $270,000.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $270,000.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 3/30/2026
23) **Auto Renewal Contract:** No
24) **Bid No: 26-084**
25) **Contract End Date:** 3/29/2027
26) **Contract # Issued by Purchasing Department: 252299 (SC-0001030)**

NOTES: HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	3/5/26 3:36 pm
2	Melissa Fleming	Disapprove	3/5/26 5:54 pm
Notes:	Per Veronica Vanhorn, this contract will need to awarded by the Purchasing Agent and this entry will need to have updated language to execute the contract. (MF)		
3	Michael Shannon	Approve	3/5/26 7:16 pm
4	Melissa Fleming	Approve	3/17/26 3:54 pm
5	Francisco Rodriguez	Approve	3/17/26 5:41 pm
6	Rodolfo Gomez	Approve	3/18/26 8:43 am
7	Diana Huallpa	Approve	3/18/26 1:29 pm
Notes:	Workday Project Worktag: Texas City Hurricane Levee Improvements (3015)		
8	Sergio Cruz	Approve	3/19/26 10:45 am
9	Veronica Van Horn	Approve	3/19/26 4:20 pm

GALVESTON COUNTY
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID (ITB) #26-084
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS

SUBMISSION DEADLINE:
Thursday, February 26, 2026 – 2:00 PM (CST)

Frank Rodriguez
Purchasing Agent
Galveston County
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Phone: (409) 770-5372

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

February 13, 2026

PROJECT NAME: **Texas City Hurricane Levee Improvements**

SOLICITATION NO.: **ITB 26-084**

RE: **Addendum #1**

The following information is being provided to aid in the preparation of your bid proposal(s):

A revised bid proposal form is provided.
A revised plan sheet 6 is provided.

Note that there is a contractor, Russell Marine, currently working at the INEOS Dock No. 1 constructing the I-Wall repairs. The successful bidder will be required to coordinate with Russell Marine during construction of this project. Russell Marine is responsible for removing an abandoned storm sewer and septic tank to facilitate the relocation of the existing towers.

Question #1: ***How will the fire monitor tower isolation be set up? i.e. Will it be any two can be isolated at any time or will they be specific? If it is any can be isolated at any time is there a preference on which two re active at any given time?***

Response: The 2 eastern towers can be isolated from the 2 western towers. Isolating the water for the relocation of the 8-inch water line also isolates the 2 eastern towers.

Question #2: ***Please provide coordinates for the relocated power poles.***

Response: Coordinates for power pole at Sta 501+99 are provided on revised plan sheet 6. The locations of the other 2 poles will be field adjusted.

Question #3: ***Please provide wire service requirements (type, size, power requirements, etc.) on wires ran at each power pole.***

Response: The 480 V cable is 1-3/C#2 w/gnd. For the relocated poles, wires are to be removed from the old pole and re-hung on the relocated pole.

Question #4: ***Please provide material specifications for piping?***

Response: Water line shall be carbon steel meeting ASTM A53, Grade B, Seamless, Standard (STD) / Schedule 40,

Question #5: ***Power pole to far East ha services ran from it. Please provide details on wire service requirements (type, size, power requirement, etc.) along with new location coordinates.***

Response: The 480 V cable is 1-3/C#2 w/gnd.

Question #6: ***On sheet number 6 of 15 of the plans, it's unclear the limits for the relocation of the 8" water line. If you could, please provide revised drawing showing these limits.***

Response: Locations of underground utilities are based on available record drawings. The contractor shall verify the exact location. Bid item 2 on the bid proposal form has been revised to a lump sum item. Limits shown are approximate and need to be field verified during construction.

Question #7: ***Regarding bid item 2, please confirm the bid quantity of 345 l.f. of 8" water line relocation is correct.***

Response: Locations of underground utilities are based on available record drawings. The contractor shall verify the exact location. Bid item 2 on the bid proposal form has been revised to a lump sum item.

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:

Frank Rodriguez
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Frank Rodriguez
Purchasing Agent

BID PROPOSAL

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS

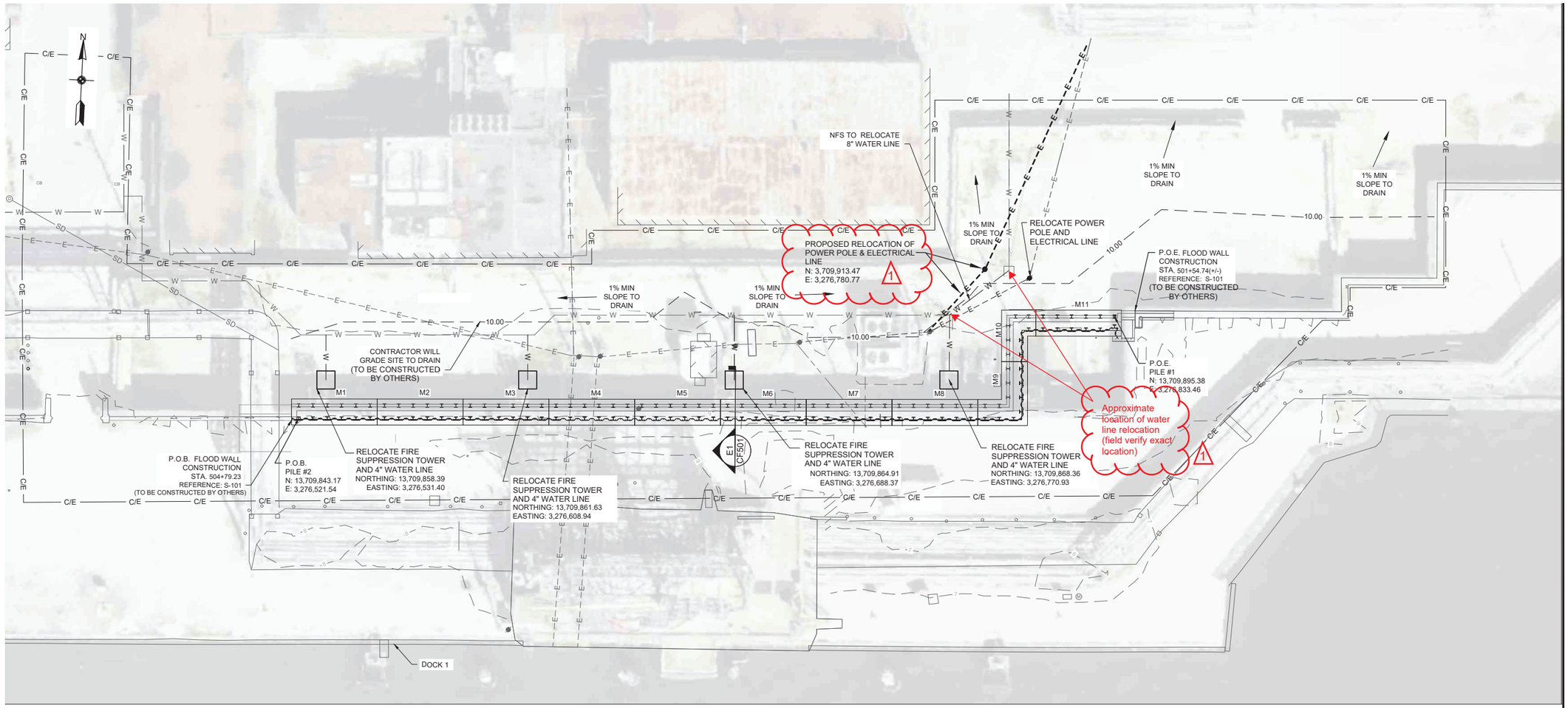
UTILITY RELOCATIONS FOR I-WALL REPAIR PROJECT

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
UTILITY RELOCATIONS FOR I-WALL REPAIR PROJECT						
1		Mobilization	LS	1	$	$
2		Relocate Existing 8" Water Line	LS	1	$	$
3		Relocate Existing Power Pole (including guy)	EA	3	$	$
4		Relocate Existing Fire Suppression Water Tower including 4" Water Line Lateral	EA	4	$	$
					TOTAL BID (Items 1-6):	$

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.



E1 SITE PLAN

SCALE: 1"= 20'-0"

0 10 20 40

SITE PLAN NOTES

1. UTILITIES AND FEATURES THAT REQUIRE RELOCATION ARE SHOWN ON SHEET 5 AS "TO BE LOCATED BY COUNTY"
2. ALL UNDERGROUND UTILITY AND INFRASTRUCTURE RELOCATIONS MUST BE COORDINATE TO AVOID CONFLICT WITH THE UNDERGROUND LIMITS OF THE NEW WALL PILES (CONSTRUCTED BY OTHERS) AND OTHER EXISTING INFRASTRUCTURE.
3. A MAXIMUM OF TWO (2) FIRE SUPPRESSION TOWERS MAY BE OUT OF SERVICE AT ANY GIVEN TIME. CONTRACTOR WILL COORDINATE WITH THE COUNTY TO KEEP REQUIRED TOWERS OPERATIONAL.
4. FIRE SUPPRESSION TOWERS WILL BE RECONSTRUCTED OFF OF PERMANENT ROW. LOCATIONS WITHIN C/E WILL BE COORDINATED WITH THE KO.

P.O.B AND P.O.E PILE COORDINATES

PILE #	NORTHING	EASTING
1	13,709,895.38	3,276,833.46
2	13,709,843.17	3,276,521.54

LEGEND

DRAINAGE FLOW →

1 Addendum 1

NO.	REVISION	BY	DATE

DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
CHECKED BY: MICHAEL SHANNON, PE
APPROVED BY: MICHAEL SHANNON, PE
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

SITE PLAN

SHEET NO.
6 OF 15

GALVESTON COUNTY, TEXAS
INVITATION TO BID (ITB) #26-084
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS

SUBMISSION DEADLINE: THURSDAY, FEBRUARY 26, 2026 – 2:00 PM CST

The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids electronically via its e-Procurement Portal. Potential bidders must register through the portal to participate electronically. Walk-in or mailed submittals will still be accepted; however, electronic submission is strongly encouraged through **https://galvestoncountytx.bonfirehub.com/.**

Purpose

Galveston County is seeking a vendor to perform utility relocations for a Texas City Hurricane Levee I-Wall construction. The site is adjacent to the INEOS Dock 2 within the Port of Texas City, TX.

Procurement Timeline

Event	Date/Time
Advertise Solicitation (first date of publication)	Friday, January 23, 2026
Advertise Solicitation (second date of publication)	Friday, January 30, 2026
Non-Mandatory Pre-bid Conference	**Tuesday, February 3, 2026 at 10:00 AM**
Questions Deadline	**Wednesday, February 11, 2026 by 5:00 PM**
Submission Deadline/Bid Opening	**Thursday, February 26, 2026 at 2:00 PM**

Submittal Instructions

Bidders are encouraged to submit electronically through Galveston County's e-Procurement Portal at https://galvestoncountytx.bonfirehub.com/. Hard copy submittals will also be accepted. Sealed bids – one (1) original– must be delivered no later than Thursday, February 26, 2026, at 2:00 PM CST to:

Frank Rodriguez
Purchasing Agent
Galveston County Courthouse
722 Moody (21st Street), 5th Floor – Purchasing Department
Galveston, Texas 77550
Phone: (409) 770-5372

Or through the Bonfire portal.

The Purchasing Department's timestamp clock shall serve as the official timepiece. Late submittals will not be accepted and will be returned unopened.

All envelopes must be clearly marked:
ITB 26-0084, Texas City, Hurricane Levee Improvements
The Bidder's name, return address, and identification label must be prominently displayed.

Virtual Bid Opening

Interested parties may attend the virtual bid opening on Thursday, February 26, 2026 at 2:00 PM by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m9c6736d6e12edfab948eb6c017e44189

Non-Mandatory Pre-Bid Conference:

Interested parties may attend the Tuesday, February 3 2026, 10:00 AM CST Non-Mandatory Pre-Bid Conference at 201 Bay Street South, Texas City, TX 77590**.**

Anyone attending the pre-bid conference must submit the name and the associated company name of those attending 24-hours prior to the site visit to the Purchasing Department at purchasing.bids@co.galveston.tx.us.

Plans and Specifications

Specifications can be obtained from the Galveston County Purchasing Agent's office, Galveston County Courthouse, 722 Moody (21st Street), 5th Floor, Purchasing Department, Galveston, Texas 77550, or on the County's website at http://www.galvestoncountytx.gov/county-offices/purchasing

Pricing

Prices shall be quoted as firm, fixed pricing-either lump sum or unit prices as shown on the bid sheets. All prices shall include delivery, freight, and any associated fees (FOB Destination, Galveston County). Do not include sales tax; the County is tax-exempt.

Bond Requirements

A bid bond ***is required*** with this solicitation.

Debarment and Suspension

By submitting a response, the bidder certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local program. Contractors and subcontractors who are debarred or suspended may not perform work, in whole or in part, under this contract.

Reservation of Rights

The Galveston County Commissioners' Court reserves the right to waive any informality and or irregularity, to reject any or all bids, and to accept the bid deemed most advantageous to the County in accordance with appliable laws and regulations.

Frank Rodriguez
Purchasing Agent
Galveston County

GENERAL PROVISIONS

INFORMATION TO BID
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
GALVESTON COUNTY, TEXAS

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INFORMATION TO BID
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

INFORMATION TO BID
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

INFORMATION TO BID
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
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 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. 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 as one (1) unbound original,*** *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 Bidders' 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.

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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:

Frank Rodriguez
Galveston County 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 the purpose of 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.

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All questions regarding this Invitation to Bid must be submitted in writing to:

Frank Rodriquez
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 imposing in the Invitation to Bid and the resultant contract.

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) calendars 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.

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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 Bid package at any time prior to actual execution of 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 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, 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 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

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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.

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 Bid.

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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.

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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.

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

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

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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 lays 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 are **open** to the public in accordance with Section 552.137 of the Government Code and Bidder consents to the release of its email addresses.

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

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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.

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.

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.

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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 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.

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 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.

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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 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.

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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 revising 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,

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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 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

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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, 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

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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:

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

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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 ($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.

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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.

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:

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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.

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.

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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.

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

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(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.

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

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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.

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

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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 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:

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- 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.

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.

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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

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

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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.

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.

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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.

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(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:

(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

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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
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

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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.

(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).

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(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 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.

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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 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

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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.

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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.

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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 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.

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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 (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,

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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 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.

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65. 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 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

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(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)).

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.

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(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.

(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 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

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(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 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.

(c) 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.

(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 bidders 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 bidder 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 bidder 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 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 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.

(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

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(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:

(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

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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.

(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;

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(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

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

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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 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

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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.

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(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.

(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.

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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.

(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.

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.

(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.

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

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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

(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.

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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:

(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

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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.

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.

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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 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

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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;

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).

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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.

(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

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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.

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 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

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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.

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 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.

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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.

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 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 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.

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.

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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 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.

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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"

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

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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 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.

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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.

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

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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.

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;

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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 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

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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.

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

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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

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;

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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);

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)).

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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

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,

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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
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.

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(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.

(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.

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(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.

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.

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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

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, 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.

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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 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.

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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.

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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:

Frank Rodriguez
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

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A. PURPOSE

Galveston County is seeking a vendor to perform utility relocations for a Texas City Hurricane Levee I-Wall construction. The site is adjacent to the INEOS Dock 2 within the Port of Texas City, TX.

The construction cost estimate is $150,000.00

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)	Friday, January 23, 2026
Advertise Solicitation (second date of publication)	Friday, January 30, 2026
Non-Mandatory Pre-Bid Conference	**Tuesday, February 3, 2026 at 10:00 AM CST**
Questions Deadline	**Wednesday, February 11, 2026, by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, February 26, 2026, at 2:00 PM CST**

Interested parties may attend the Thursday, February 26, 2026, 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m9c6736d6e12edfab948eb6c017e44189

Join by meeting number Meeting number (access code): 2491 032 7364
Meeting password: 26-084 (260084 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24910327364## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24910327364@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number

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.

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D. NON-MANDATORY PRE-BID CONFERENCE

Interested parties may attend the Tuesday, February 3, 2026, 10:00 AM CST Non-Mandatory Pre-Bid Conference at 201 Bay Street South, Texas City, TX 77590**.**

Anyone attending the pre-bid conference must submit the name and the associated company name of those attending 24-hours prior to the site visit to the Purchasing Department at purchasing.bids@co.galveston.tx.us.

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 of the requested bid submittal must be submitted no later than **2:00 PM CST**, on **Thursday, February 26, 2026 to:**

Frank Rodriguez
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.

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.

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I. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates ***are requirements*** 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:

Frank Rodriguez
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Bidders must e-mail their requests (with the subject line "**Texas City Hurricane Levee Improvements – ITB 26-084– 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 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 its response in the procurement will not be responsive or competitive because the County is not able to

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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 that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

County Engineer
Galveston County
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

Bidder 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, Bidders may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Bidder has such insurance. Provided however, that successful Bidder(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Bidder 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. 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, and emergency employees employed by the Contractor.

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Commercial General Liability. Bidder 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. Bidder 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 in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

M. STATEMENT OF WORK

The work consists of the following:

- relocating four (4) water suppression water towers
- constructing new foundation pads for the relocated tower
- relocating approximately 345 feet of 8-inch water line
- relocating three (3) power poles

The site is located adjacent to INEOS Dock 1 within the Port of Texas City, TX. A TWIC card will be required to work at the site. One TWIC cardholder may escort up to five (5) non-TWIC cardholders. The TWIC cardholder escort must remain within the vicinity of the non-cardholders.

N. 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.

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.

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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.

End of Special Provisions

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P. 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: Russell Marine, LLC

ADDRESS: 16740 East Freeway

Channelview, TX 77530

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; Bonfire: One (1) submittal	N/A
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
12. Line Item Detail Sheet	X

Person to contact regarding this qualification: Ryan Baker

Title: Director of Preconstruction Phone: 936-520-2738 Fax: 281-860-0118

E-mail address: ryan.baker@russellmarinellc.com

Name of person authorized to bid the Firm: Brandon Bicknell

Signature: Date: February 24, 2026

Title: President Phone: 281-860-0011 Fax: 281-860-0118

E-mail address: brandon.bicknell@russellmarinellc.com

BID PROPOSAL

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS

UTILITY RELOCATIONS FOR I-WALL REPAIR PROJECT

Item No.	Specification	Item Description [1]	Unit	Unit Qty	Unit Price [2]	Total
UTILITY RELOCATIONS FOR I-WALL REPAIR PROJECT						
1		Mobilization	LS	1	$ 26,000.00	$ 26,000.00
2		Relocate Existing 8" Water Line	LS	1	$ 43,000.00	$ 43,000.00
3		Relocate Existing Power Pole (including guy)	EA	3	$ 16,000.00	$ 48,000.00
4		Relocate Existing Fire Suppression Water Tower including 4" Water Line Lateral	EA	4	$ 45,000.00	$ 180,000.00
		Contractor Reduction to Contract				-$27,000.00
					TOTAL BID (Items 1-6):	$ ~~297,000.00~~ $270,000.00

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: Texas City Hurricane Levee Improvements

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: 25-1143

Bid No: ITB 26-084

Contractor: Russell Marine, LLC

The Specifications and Drawings are enumerated as follows:

Standard Specifications: **N/A.**

DRAWINGS: Texas City Hurricane Levee Improvements
Utility Relocation for I-Wall Repair Project, Sheets 1 – 15.

ADDENDA: 1

Contract Award (continued)

Request For Proposal, 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 60 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 Two hundred seventy thousand Dollars and 00/100
($270,000), 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_____.

EXECUTED this ____ day of _____,2026.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

RUSSELL MARINE, LLC

BY: _____
BRANDON BICKNELL

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 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:

RUSSMAR-02 LJWOODAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/23/2025

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: Mary A. Norton, CIC, CISR, CMIP	
Towne Insurance Agency, LLC 3 Commercial Place, Suite 1000 Norfolk, VA 23510	PHONE (A/C, No, Ext): (757) 963-8619	FAX (A/C, No): (757) 468-9917
	E-MAIL ADDRESS: mnorton@towneinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED	INSURER B : Navigators Insurance Company	42307
Russell Marine LLC 16740 E. Freeway Service Rd Channelview, TX 77530	INSURER C : National Casualty Company	11991
	INSURER D : Signal Mutual Indemnity Assn. Ltd.	
	INSURER E :	
	INSURER F :	

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:			UM00024632MA25A	2/15/2025	2/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			UM00048046MA25A	2/15/2025	2/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			NY25LIA15344102	2/15/2025	2/15/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCSIG35011307	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
D	Work Comp			J24-60426	10/1/2025	10/1/2026	MEL	1,000,000
D	USL&H			42600	10/1/2025	10/1/2026	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Coverage's

Contractual Liability Included
Railroad is included on General Liability to cover incidents that occur within 50 feet of railroad property.

General Liability Includes Endorsement MMGL-621-0213 Additional Insured, Waiver of Subrogation, Primary Non-Contributory Endorsement.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

****For Information Only****

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Towne Insurance Agency, LLC	Russell Marine LLC 16740 E. Freeway Service Rd Channelview, TX 77530
POLICY NUMBER SEE PAGE 1	
CARRIER / NAIC CODE SEE PAGE 1 / SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
General Liability Includes Rigger's Liability - $1,000,000 Per Occurrence Limit

Business Auto Liability Includes CA20701013 Coverage for Certain Operations in Connection with Railroads. Auto Liability Includes XIC4111013 Blanket Additional Insured Endorsement.

Protection and Indemnity Collision and Tower's Liability Included
XL Specialty Insurance Company
UM00024632MA25A
02/15/2025 through 02/15/2026
$1,000,000 Per Occurrence

Alternate Employer's Liability Endorsement WC 00 03 01 A is included on the Workers Compensation

Excess Liability coverage "follows form" and provides coverage over General Liability, Employer's Liability (excluding crew), Maritime Employer's Liability, Protection and Indemnity, Business Auto and Vessel Pollution Excess Liability.

Vessel Pollution Liability
Water Quality Insurance Syndicate (WQIS)
#59-51695
02/15/2025 through 02/15/2026
Limit per Vessel - $5,000,000/Occurrence

Contractors Pollution and Professional Liability
Crum & Forster Specialty Co.
02/15/25 - 02/15/26
Policy Number PKC-117337
$5,000,000 Occurrence
$5,000,000 Aggregate
$1,000,000 Transportation Liability - $25,000 Deductible

Additional Insured:
NOTE: XL Specialty Insurance Company does not offer the ISO Endorsements CG 20 10 0704 nor the CG 2037 0704
The Attached MMGL 621 0213 "Additional Insured with Waiver of Subrogation and Primary and Non-Contributory-Designated Person or Organization provides coverage to the additional insured for liability arising out of operations performed by or on behalf of the Named Insured and is equivalent to the ISO Forms and includes both Premises Operations and Products/Completed Operations coverage.

Cyber Liability Errors and Omissions
Travelers Casualty and Surety Company of America
Policy Number: 107673013
07/15/25 - 07/15/26
$1,000,000 Limit
$25,000 SIR

Contractors Equipment:
Contractors Equipment Coverage
Policy Number: UM00083182MA25A
02/15/25 - 02/15/26
Scheduled Equipment - On File
Leased/Rented Equipment - $1,050,000

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Towne Insurance Agency, LLC	Russell Marine LLC 16740 E. Freeway Service Rd Channelview, TX 77530
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Excess Liability Layers:
Carrier: Navigators Insurance Company #NY25LIA15344103
Effective: 02/15/2025 through 02/15/2026
Occurrence and Aggregate Limit: $10,000,000 Limit Excess of $4,000,000 Bumbershoot

Carrier: Navigators Insurance Company Policy # NY25LIA15344104
Effective: 02/15/25 through 02/15/26
Occurrence and Aggregate Limit: $11,000,000 Limit Excess of $10,000,000 Excess of $4,000,000

EXCESS LIABILITY SCHEDULE OF UNDERLYING:

Marine General Liability:
XL Specialty Insurance Company
02/15/2025 through 02/15/2026
Policy # UM00024632MA25A
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products-Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
(Sudden and Accidental Pollution Included)

Employer's Liability:
National Casualty Company
 # WCSIG35011307
10/01/2025 through 10/01/2026
$1,000,000/$1,000,000/$1,000,000

Maritime Employer's Liability
Policy # J21-60426
10/01/2025 through 10/01/2026
$1,000,000

Hull/Protection and Indemnity
XL Specialty Insurance Company
UM00024632MA25A
02/15/2025 through 02/15/2026
$1,000,000 Per Occurrence

Vessel Pollution Liability
Water Quality Insurance Syndicate (WQIS)
#59-51695
02/15/2025 through 02/15/2026
Limit per Vessel - $5,000,000/Occurrence

Business Auto
XL Specialty Insurance Company
 # UM00048046MA25A
02/15/2025 through 02/15/2026

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Towne Insurance Agency, LLC	Russell Marine LLC 16740 E. Freeway Service Rd Channelview, TX 77530
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

$1,000,000 CSL

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"General Decision Number: TX20260062 01/02/2026

Superseded General Decision Number: TX20250062

State: Texas

Construction Type: Heavy

County: Galveston County in Texas.

HEAVY CONSTRUCTION PROJECTS Including Water and Sewer Lines
(Does Not Include Flood Control)

Modification Number	Publication Date
0	01/02/2026

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.

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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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

GALVESTON COUNTY ENGINEERING DEPARTMENT

PLANS OF PROPOSED
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS

UTILITY RELOCATION FOR
I-WALL REPAIR PROJECT

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	SITE ACCESS ROUTE
4	SURVEY CONTROL POINTS
5	EXISTING FEATURES AND DISPOSITION TABLE
6	SITE PLAN
7	FIRE SUPPRESSION TOWER RELOCATION DETAILS
8	FIRE MONITOR STRUCTURE FOUNDATION SKETCH
9	FIRE WATER MONITOR LADDER AND PLATFORM
10	FIRE WATER PIPING LAYOUT
11	SEWER LAYOUT
12	PLOT PLAN UNDERGROUND PIPELINES
13	THRUST BLOCKING
14	HORIZONTAL THRUST RESTRAINT DETAILS
15	CONCRETE GENERAL NOTES AND ANCHOR BOLT DETAIL

OFFICIALS

MARK HENRY	COUNTY JUDGE
DARRELL APFFEL	COMMISSIONER PRECINCT NO. 1
JOE GIUSTI	COMMISSIONER PRECINCT NO. 2
HANK DUGIE	COMMISSIONER PRECINCT NO. 3
ROBIN ARMSTRONG, MD	COMMISSIONER PRECINCT NO. 4
MICHAEL SHANNON, PE	COUNTY ENGINEER

GENERAL NOTES

1. THE CONTRACTOR WILL CONTACT THE GALVESTON COUNTY ENGINEER IF AND WHEN ANY DISCREPANCIES ARE FOUND IN THE CONSTRUCTION PLANS AND/OR SPECIFICATIONS. THE CONTRACTOR WILL NOT BE COMPENSATED FOR ANY WORK NOT AUTHORIZED BY THE COUNTY.

2. THE CONTRACTOR WILL NOTIFY THE COUNTY IMMEDIATELY OF ANY CONFLICT DISCOVERED IN THE FIELD TO ALLOW SUFFICIENT TIME FOR REVIEW, AS MAY BE REQUIRED. ALL EXISTING UTILITIES TO REMAIN WILL BE VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED FROM DAMAGE. ANY DAMAGE TO EXISTING UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR WILL MAINTAIN (DAILY AS A MINIMUM) ALL PUBLIC AND PRIVATE STREETS CLEAR OF EXCAVATED/FILLL MATERIAL AND DEBRIS AS A RESULT OF HIS OPERATION.

4. AT THE END OF CONSTRUCTION, THE CONTRACTOR WILL RESTORE ALL SURFACES USED FOR HAUL ROADS AND STAGING AREAS TO THEIR CONDITION PRIOR TO CONSTRUCTION. SUCH RESTORATION WILL BE AT THE CONTRACTOR'S EXPENSE AND WILL INCLUDE REGRADING, TURFING, LANDSCAPE REPAIR, EXISTING FACILITIES REPAIR AND OTHER WORK REQUIRED TO RESTORE THESE AREAS TO EXISTING CONDITIONS OR BETTER THAN PRIOR TO THE START OF CONSTRUCTION.

5. THE CONTRACTOR WILL REGRADE TO DRAIN ALL AREAS DISTURBED BY CONSTRUCTION IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS (SEE SHEET 6).

6. THE CONTRACTOR WILL DISPOSE OF ALL EXCESS MATERIALS IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

7. THE CONTRACTOR WILL SECURE ALL NECESSARY PERMITS BEFORE ANY WORK MAY BE GIVEN. ALL PERMIT FEES WILL BE CONSIDERED INCIDENTAL TO PAY ITEMS PROVIDED.

8. THE CONTRACTOR MUST FURNISH AT LEAST TWO PHONE NUMBERS WHERE RESPONSIBLE PERSONNEL CAN BE REACHED IN CASE OF EMERGENCY DURING WORKING AND NON-WORKING HOURS. IF THERE ARE ANY CHANGES. THE INFORMATION MUST BE UPDATED IMMEDIATELY FOR THE DURATION OF THE PROJECT.

9. THE INEOS PRIMARY POINT OF CONTACT IS ANDREW TURNBOUGH (PHONE: 409-942-3442, EMAIL: ANDREW.TURNBOUGH@INEOS.COM). OTHER POINTS OF CONTACT INCLUDE KEVIN ARAIZA (PHONE: 409-942-3838, EMAIL: KEVIN.ARAIZA@INEOS.COM). THE INEOS EMERGENCY PHONE NUMBER IS 409-641-6911.

10. ANY AND ALL MODIFICATIONS OF ALIGNMENTS SHOWN WILL NEED TO BE REVIEWED BY THE RESPONSIBLE PARTIES AND IMPACTS TO UTILITIES AND OTHER EXISTING FEATURES MUST BE PROTECTED BY THE CONTRACTOR.

SURVEY NOTES

1. ALL COORDINATES SHOWN ARE IN THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4202 (NAD83) (2011 ADJ.). COORDINATES MAY BE BROUGHT FROM SURFACE TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTORS OF 0.99986729.

2. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 88 (COMPUTED USING GEOID18) FROM GPS OBSERVATION & OPUS REPORT #11 AS SEEN ON V-101.

3. THE CONTRACTOR WILL LOCATE AND FIELD VERIFY DATA FOR ALL BENCHMARKS BY REGISTERED SURVEYOR AND SUBMIT REPORT TO COUNTY ENGINEER BEFORE STARTING ANY DEMOLITION AND/OR CONSTRUCTION.

4. THE CONTRACTOR WILL CONTACT THE GALVESTON COUNTY ENGINEER IF AND WHEN ANY DISCREPANCIES ARE FOUND IN THE CONSTRUCTION PLANS AND/OR SPECIFICATIONS. THE CONTRACTOR WILL NOT BE COMPENSATED FOR ANY WORK NOT AUTHORIZED BY THE COUNTY.

5. THE CONTRACTOR WILL BE RESPONSIBLE FOR RESETTING BENCHMARKS AFFECTED BY CONSTRUCTION OR ESTABLISHING NEW ONES (NO SEPERATE PAY ITEM).

GEOTECHNICAL NOTES

1. THE CONTRACTOR MUST BACKFILL THE VOIDS CREATED FROM SLAB/UTILITY REMOVALS EXCEPT AS NOTED WITH ON-SITE EXCAVATED MATERIAL COMPACTED TO AT LEAST 95% OF MAXIMUM LABRATORY DENSITY AS PER ASTM D698 AT 0 TO ±2% OPTIMUM MOISTURE CONTENT.

ENVIRONMENTAL NOTES

1. ALL WASTE MATERIAL AND/OR EXCESS EXCAVATION NOT USED AS PART OF THE WORK WILL BE REMOVED FROM THE JOB SITE AND DISPOSED OF IN A TIMELY MANNER AT ACCEPTABLE LOCATIONS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS (NO SEPARATE PAY ITEM).

2. THE CONTRACTOR WILL HAVE AN ON-SITE SPILL RESPONSE KIT. CONSTRUCTION PERSONNEL WILL BE TRAINED ON HOW TO USE THE SPILL RESPONSE KIT. THE CONTRACTOR WILL MEET THE REQUIREMENTS OF GALVESTON COUNTY ENVIRONMENTAL POLICY. NO SPILLS WILL BE ALLOWED TO ENTER ANY STORM DRAINAGE SYSTEM OR GALVESTON BAY.

UTILITIES NOTES

1. NOT ALL UTILITIES MAY BE SHOWN. THE CONTRACTOR WILL VERIFY EXACT LOCATIONS AND DEPTHS OF ALL UTLITIES PRIOR TO BEGINNING CONSTRUCTION BY POT-HOLING OR OTHER ACCEPTABLE MEANS APPROVED BY THE CONTRACTING OFFICER. ANY DAMAGES TO UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

2. TEXAS STATE LAW, ARTICLE 1436C, MAKES IT UNLAWFUL THE OPERATION OF EQUIPMENT OR MACHINES WITHIN 10 FEET OF ANY OVERHEAD ELECTRICAL LINE.UNLESS CONTACT WITH HIGH VOLTAGE LINES HAS BEEN EFFECTIVELY GUARDED AGAINST, PURSUANT TO PROVISIONS OF THE ARTICLE. WHEN CONSTRUCTING OPERATIONS REQUIRE WORKING NEAR AN OVERHEAD ELECTRICAL LINE. THE CONTRACTOR WILL CONTACT INEOS TO MAKE ADEQUATE ARRANGEMENTS AND TO TAKE NECESSARY SAFETY PRECAUTIONS TO ENSURE THAT ALL LAWS, REQUIREMENTS, AND STANDARD INDUSTRY SAFETY PRECAUTIONS ARE MET.

3. THE CONTRACTOR SHALL COORDINATE WITH INEOS FOR DE-ENERGIZING OF LINES FOR CONSTRUCTION ACTIVITIES.

NO.	REVISION	BY	DATE

DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
CHECKED BY: MICHAEL SHANNON PE
APPROVED BY: MICHAEL SHANNON, PE
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

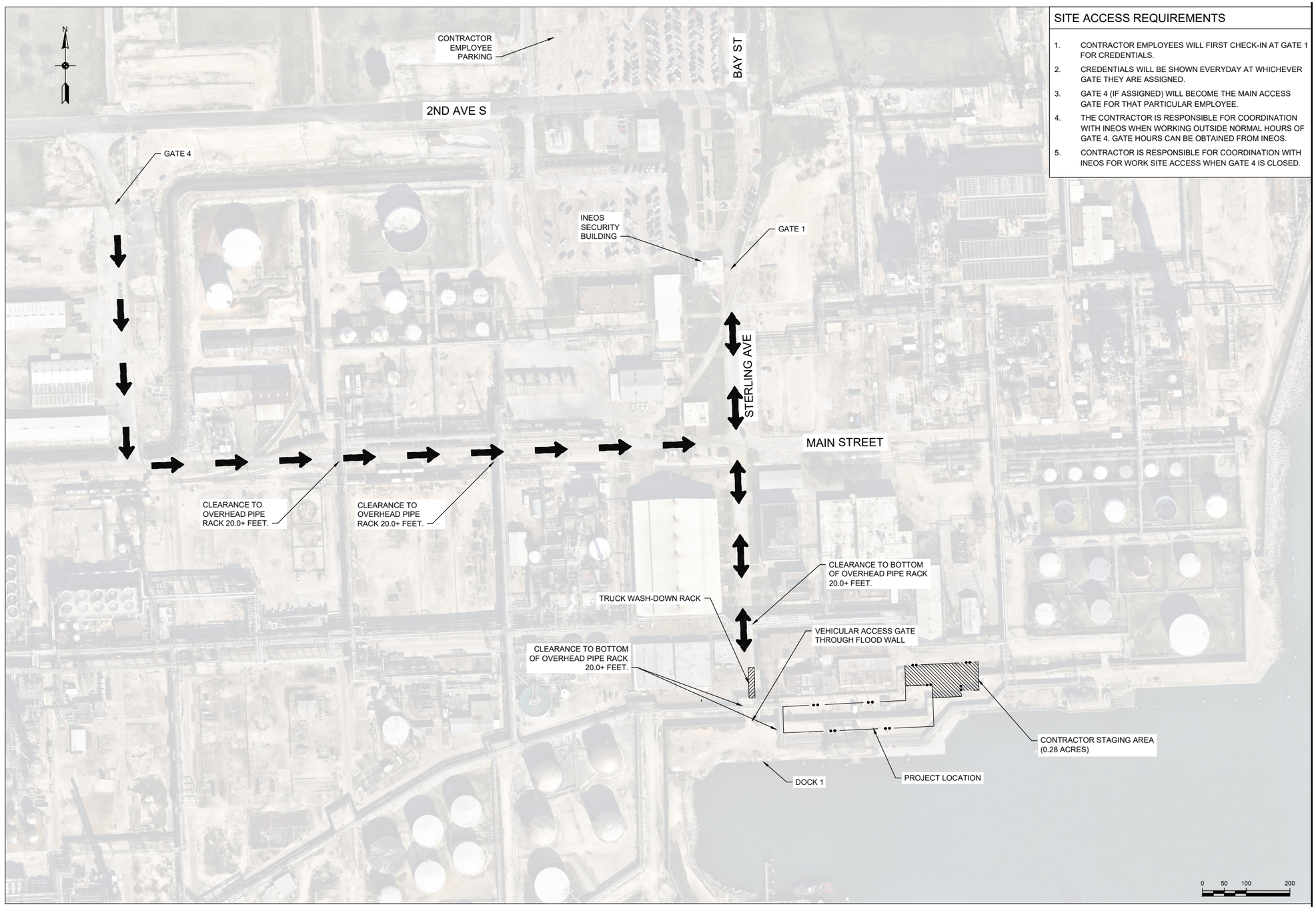
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

GENERAL NOTES

SHEET NO.
2 OF 15

SITE ACCESS REQUIREMENTS

1. CONTRACTOR EMPLOYEES WILL FIRST CHECK-IN AT GATE 1 FOR CREDENTIALS.
2. CREDENTIALS WILL BE SHOWN EVERYDAY AT WHICHEVER GATE THEY ARE ASSIGNED.
3. GATE 4 (IF ASSIGNED) WILL BECOME THE MAIN ACCESS GATE FOR THAT PARTICULAR EMPLOYEE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH INEOS WHEN WORKING OUTSIDE NORMAL HOURS OF GATE 4. GATE HOURS CAN BE OBTAINED FROM INEOS.
5. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH INEOS FOR WORK SITE ACCESS WHEN GATE 4 IS CLOSED.



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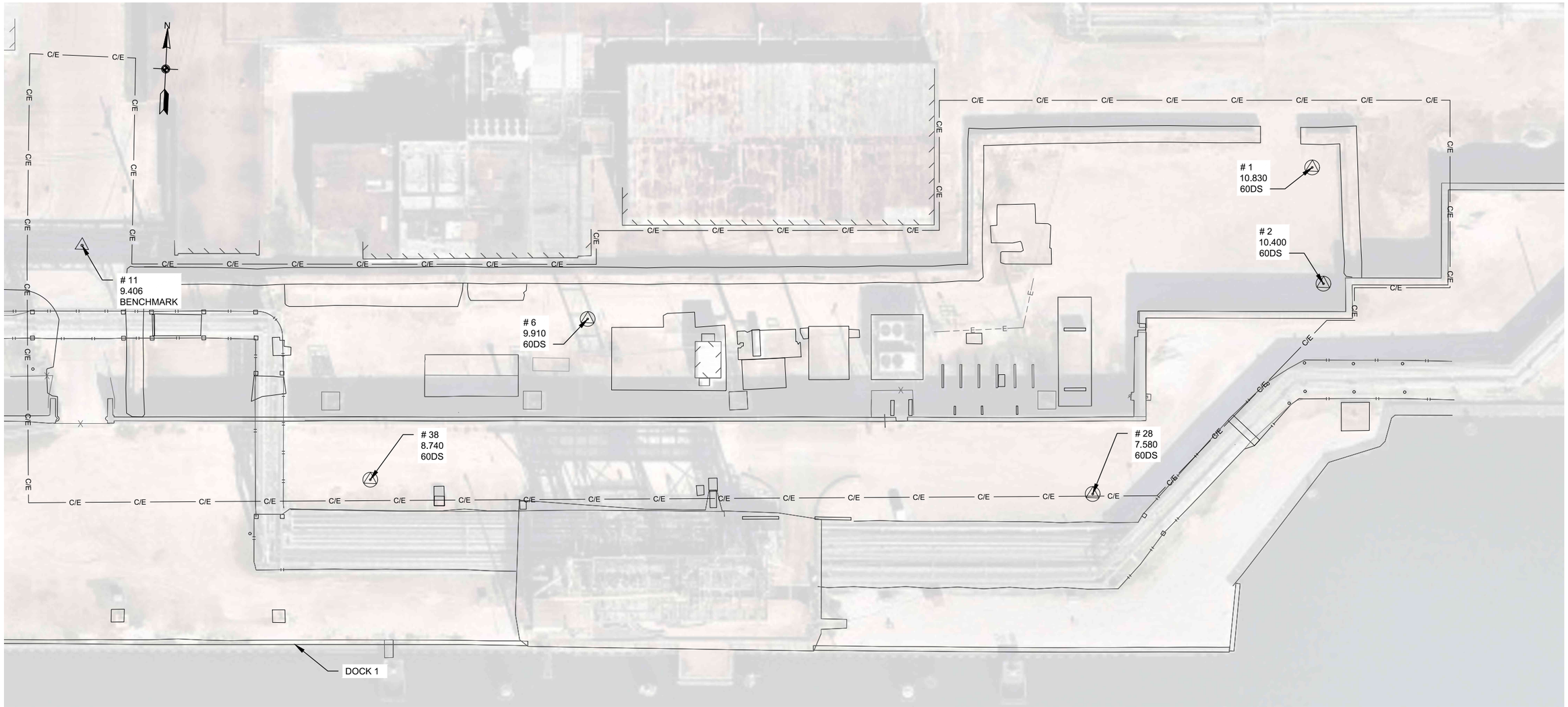
GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

SITE ACCESS ROUTE

SHEET NO.
3 OF 15



E1 CONTROL POINT SITE PLAN

SCALE: 1"=20'-0"

0 10 20 40

SURVEY NOTES

1. REFER TO SHEET 2 FOR SURVEY NOTES.
2. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 88 (COMPUTED USING GEOID18) FROM GPS OBSERVATION & OPUS REPORT OF POINT #11.

SURVEYED CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	13,709,955.87	3,276,905.44	10.830	60D NAIL
2	13,709,911.36	3,276,911.61	10.400	60D NAIL
6	13,709,886.05	3,276,629.26	9.910	60D NAIL
11	13,709,906.16	3,276,433.66	9.406	3" BRASS DISK
28	13,709,826.85	3,276,826.22	7.580	60D NAIL
38	13,709,820.80	3,276,548.22	8.740	60D NAIL

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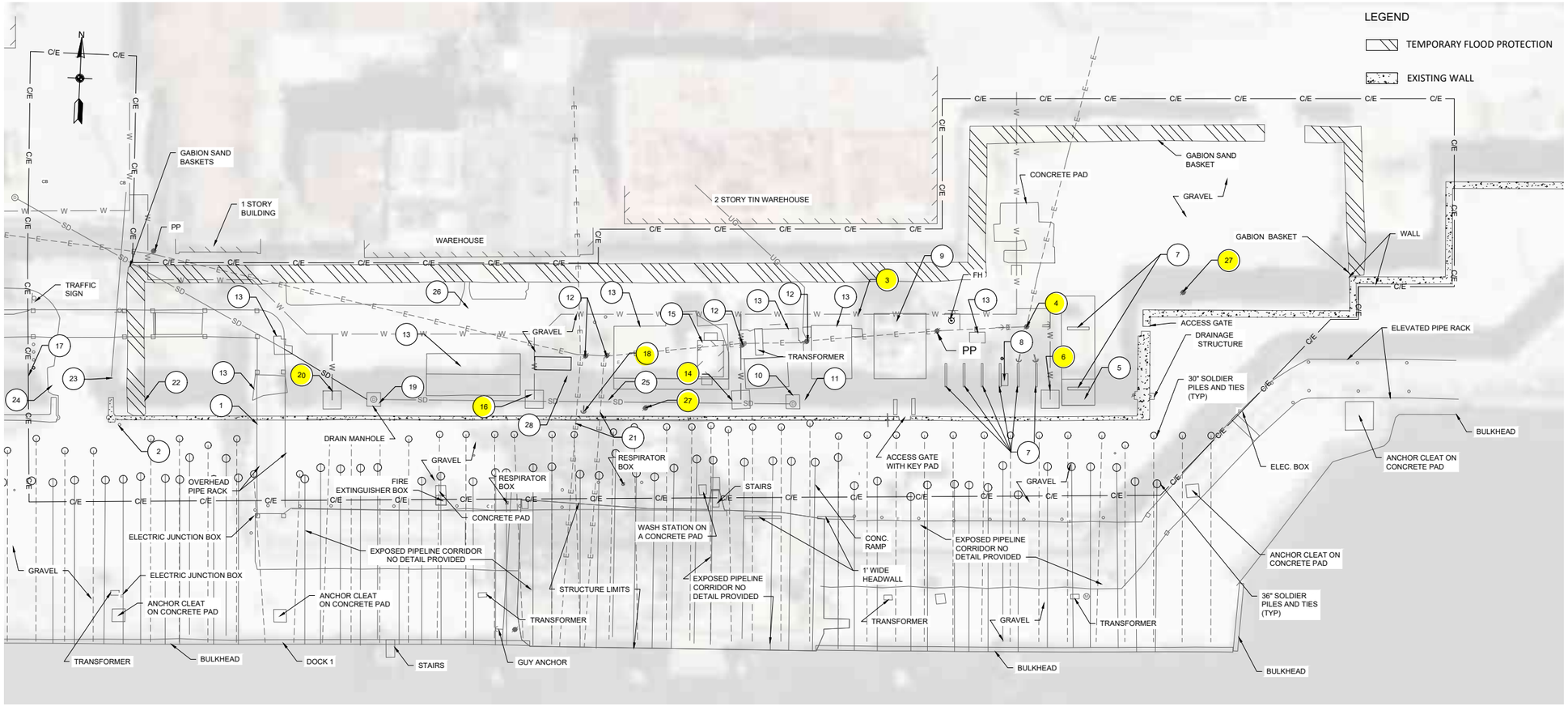
GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

SURVEY CONTROL POINTS

SHEET NO.
4 OF 15



E1 EXISTING SITE PLAN

SCALE: 1"=20'-0"

0 10 20 40

EXISTING FEATURES NOTES

1. EXISTING STRUCTURES, UTILITIES, AND INFRASTRUCTURE ARE SHOWN AT APPROXIMATE LOCATIONS AND ELEVATIONS BASED ON BEST AVAILABLE RECORDS AND LIMITED FIELD DATA. NOT ALL STRUCTURES, UTILITIES, AND INFRASTRUCTURE MAY BE SHOWN.
2. THE CONTRACTOR WILL LOCATE AND FIEKD VERIFY EXACT LOCATIONS AND ELEVATIONS OF ALL RELEVANT AND/OR CONFLICTING STRUCTURES, UTILITIES AND /OR INFRASTRUCTURE AND SUBMIT REPORT TO GCE BEFORE STARTING DEMOLITION AND/OR CONSTRUCTION. ANY DAMAGES TO NON-PROJECT STRUCTURES, UTILITIES, AND INFRASTRUCTURE WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT THE CONTRACTOR'S EXPENSE.
3. THE EXISTING 30" SOLDIER PILES AND TIE-BACK RODS ARE SHOWN BASED ON AS-BUILT INFORMATION FROM PLANS PREPARED BY GOLDSTON ENGINEERING FOR NEW SHIP DOCK 1 BULKHEAD, DATED JAN. 2008.
4. THE 36" SOLDIER PILES AND TIE-BACK RODS ARE SHOWN BASED ON AS-BUILT PLANS PREPAIRED BY LLOYD ENGINEERING, INC FOR DOCK 1 BULKHEAD REPAIRS, DATED JANUARY 2023.
5. THE CONTRACTOR AND ALL RESPOSIBLE PARTIES MUST COORDINATE PRIOR TO CONSTRUCTION AND/OR DEMOLITION IN ORDER TO MINIMIZE REQUIRED RELOCATION EFFORTS OF EXISTING FEATURES AND UTILITIES.
6. SEPTIC TANK IS SHOWN IN LOCATION AND HAS BEEN VACUUMED AND ABANDONED IN PLACE PER AS-BUILTS FROM MONSANTO DATED OCTOBER 2009.

FEATURES STATUS

A - REMOVE AND DO NOT REPLACE

B - DO NOT DISTURB

C - TO BE RELOCATED BY COUNTY (THIS CONTRACT)

D - TO BE RELOCATED BY CONTRACTOR

I - INACTIVE

FEATURE NO.	BASELINE STATION	FEATURE DESCRIPTION	OWNER	FEATURE STATUS	
1	505+01 to 505+04	SMALL CONCRETE FOUNDATION	INEOS	B,I	
2	505+48	POST MOUNTED SWITCH WITH CONDUIT ON WALL	INEOS	B	
3	502+00 to 505+45	8" WATER LINE	INEOS	C	REFERENCE SHEET 6
4	501+99	POWER POLE	INEOS	C	
5	501+74 to 501+86	CONCRETE PAD & SUPPORT WALLS	INEOS	A,I	
6	501+92	FIRE SUPPRESSION TOWER WITH 4" WATER LINE	INEOS	C	REFERANCE SHEET 6, NOTE 4 AND 6
7	501+95 to 502+32	CONCRETE SUPPORT WALLS		A,I	
8	502+07	ELECTRIC PULL BOX	INEOS	B	
9	502+32 to 502+59	ELEVATED CHILLER	INEOS	B	
10	502+89	RAISED CONCRETE DRAINAGE STRUCTURE	INEOS	A,I	
11	502+89	4"CAST IRON PIPING WITH VALVE	INEOS	A,I	
12	503+65	POWER POLES AND OVERHEAD POWER LINES	INEOS	B	
13	502+60 to 504+98	CONCRETE PADS	INEOS	A,I	
14	503+09	FIRE SUPPRESSION TOWER WITH 4" WATER LINE	INEOS	C	REFERANCE SHEET 6, NOTE 4 AND 6
15	503+14 to 503+59	ELEC. BUILDING W/ CONCRETE PAD (SEE NOTE #7, DWG CS101)	INEOS	A,B	REFERENCE NOTE 7
16	503+89	FIRE SUPPRESSION TOWER WITH 4" WATER LINE	INEOS	C	REFERANCE SHEET 6, NOTE 4 AND 6
17	505+56 to 505+98	SLIDING SECURITY GATE	INEOS	B	
18	503+69	GUY WIRE	INEOS	C	
19	504+51	CONCRETE PAD AND DRAIN WITH MISC. PIPES/CONDUITS	INEOS	A,I	
20	504+66	FIRE SUPPRESSION TOWER WITH 4" WATER LINE	INEOS	C	REFERANCE SHEET 6, NOTE 4 AND 6
21	503+69	OVERHEAD POWER LINES	INEOS	B	
22	500+70 to 505+41	GABION SAND BASKETS	INEOS	D	EXISTING TEMPORARY FLOOD PROTECTION
23	505+50	SECURITY FENCING AT VEHICLE ACCESS GATE	INEOS	B	
24	505+75	SECURITY FENCING AT VEHICLE ACCESS GATE	INEOS	B	
25	502+90 to 504+90	36" DRAINAGE PIPE	INEOS	A,I	
26	504+10	ABANDONED OVERHEAD PIPES	INEOS	A,I	
27	501+40 & 503+45	UTILITY POLES AND GUY WIRES (NO UTILITES CONNECTED)	INEOS	C	TWO (2) LOCATIONS
28	503+80	ABANDONED SEPTIC TANK	INEOS	A,I	

NOTE: ONLY HIGHLIGHTED ITEMS ARE COVERED UNDER THIS CONTRACT

NO.	REVISION	BY	DATE

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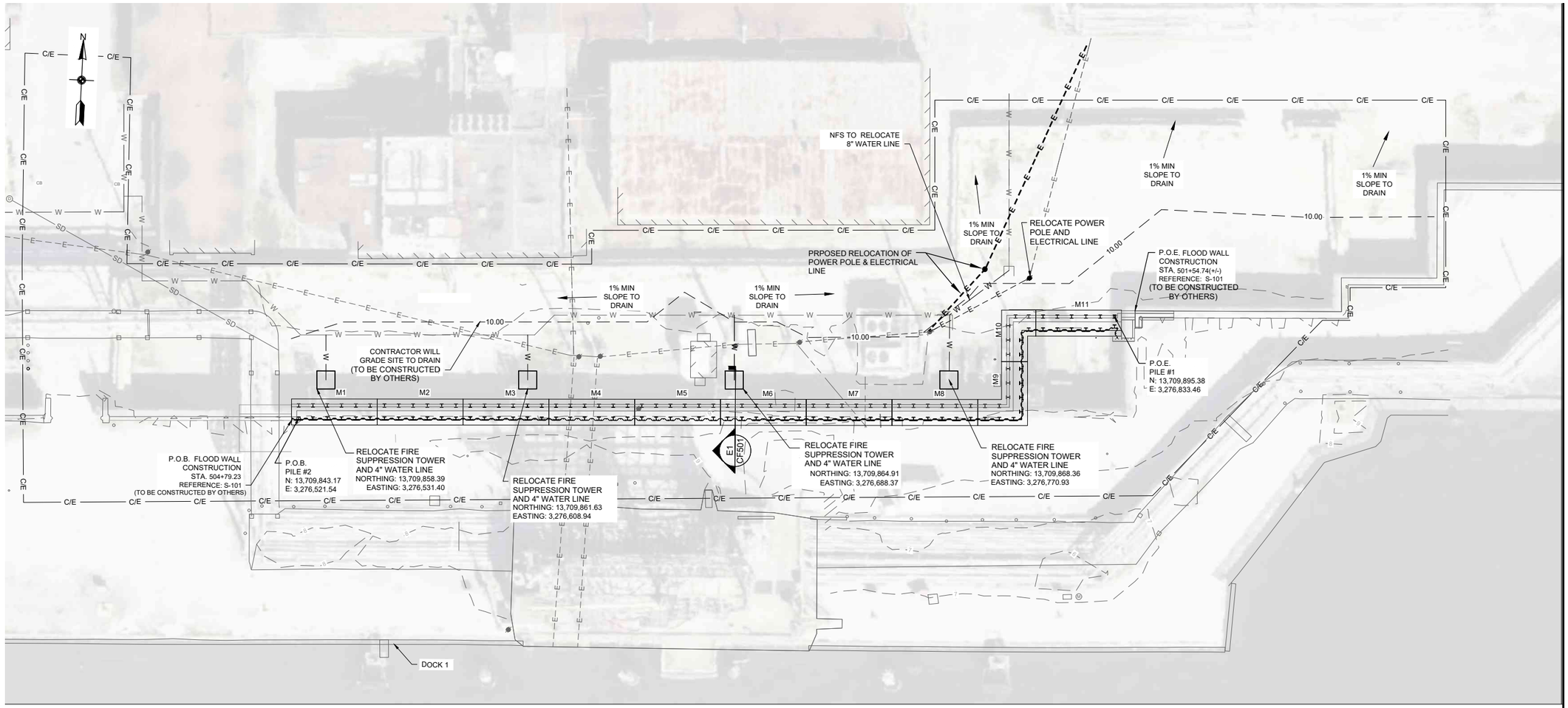
GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

EXISTING FEATURES PLAN AND DISPOSITION TABLE

SHEET NO.
5 OF 15



E1 SITE PLAN

SCALE: 1"= 20'-0"

0 10 20 40

SITE PLAN NOTES

1. UTILITIES AND FEATURES THAT REQUIRE RELOCATION ARE SHOWN ON SHEET 5 AS "TO BE LOCATED BY COUNTY"
2. ALL UNDERGROUND UTILITY AND INFRASTRUCTURE RELOCATIONS MUST BE COORDINATE TO AVOID CONFLICT WITH THE UNDERGROUND LIMITS OF THE NEW WALL PILES (CONSTRUCTED BY OTHERS) AND OTHER EXISTING INFRASTRUCTURE.
3. A MAXIMUM OF TWO (2) FIRE SUPPRESSION TOWERS MAY BE OUT OF SERVICE AT ANY GIVEN TIME. CONTRACTOR WILL COORDINATE WITH THE COUNTY TO KEEP REQUIRED TOWERS OPERATIONAL.
4. FIRE SUPPRESSION TOWERS WILL BE RECONSTRUCTED OFF OF PERMANENT ROW. LOCATIONS WITHIN C/E WILL BE COORDINATED WITH THE KO.

P.O.B AND P.O.E PILE COORDINATES		
PILE #	NORTHING	EASTING
1	13,709,895.38	3,276,833.46
2	13,709,843.17	3,276,521.54

LEGEND

DRAINAGE FLOW →

NO.	REVISION	BY	DATE

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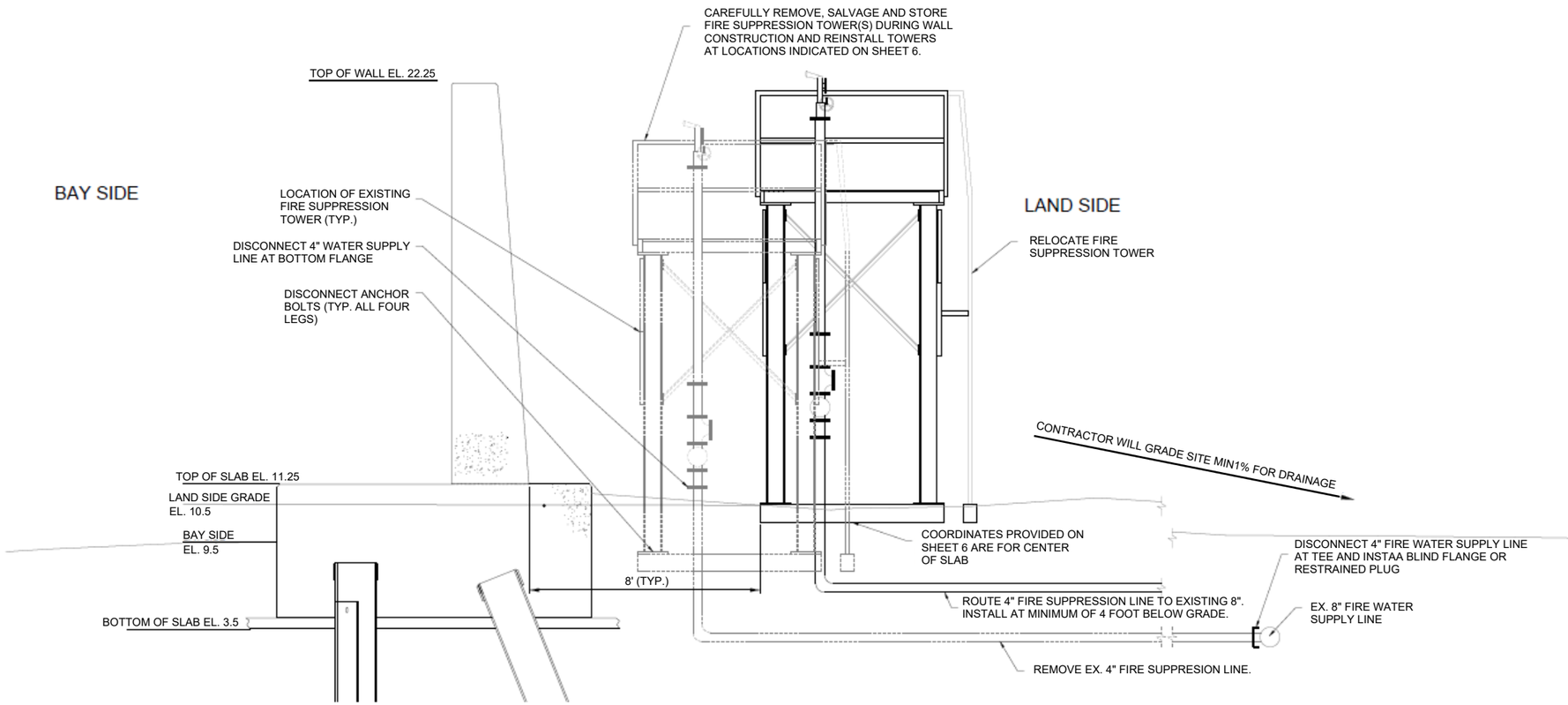
GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

SITE PLAN

SHEET NO.
6 OF 15



E1 FIRE TOWER RELOCATION DETAIL
NTS

NO.	REVISION	BY	DATE

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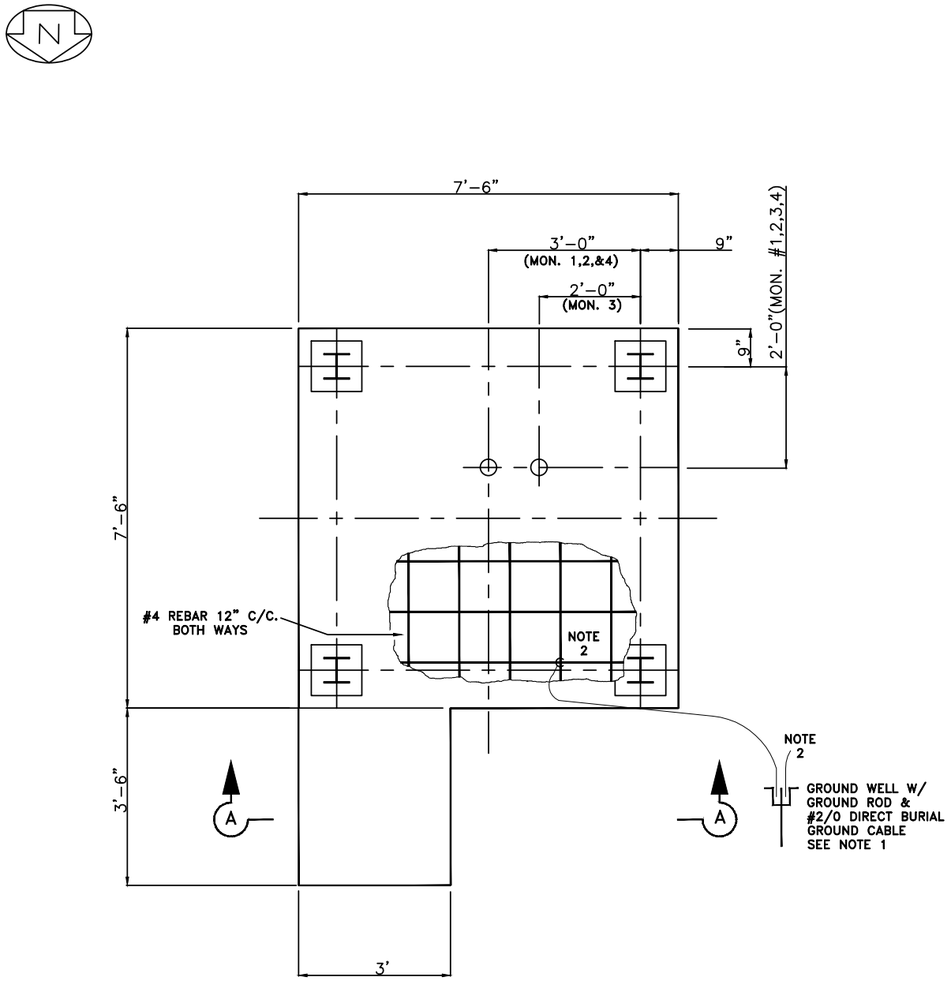
GALVESTON COUNTY
ENGINEERING DEPARTMENT

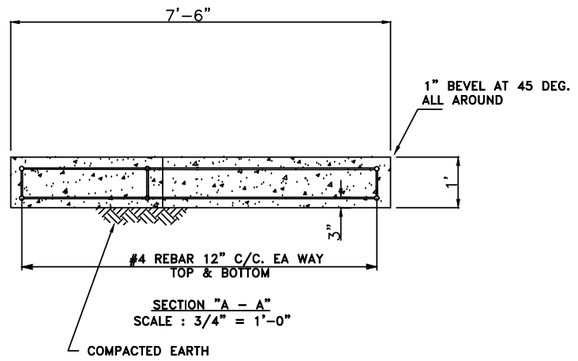
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

FIRE SUPPRESSION TOWER RELOCATION DETAILS

SHEET NO.
7 OF 15



PLAN
DOCK 1 FIRE MONITOR STRUCTURE FOUNDATION
(TYPICAL)



SECTION "A - A"
SCALE : 3/4" = 1'-0"

NOTES:

1. FIELD LOCATE NEW GROUND ROD & GROUND WELL. RUN CABLE BENEATH GRAVEL/ROCK TO NOT HAVE A TRIPPING HAZARD.

2. REBAR IN SLAB TO BE GROUNDED.

REFERENCE DRAWINGS:

D-139FO-0749 00 CIVIL/ CONCRETE GENERAL NOTES

CAD FILE: TCO-D-139FO-XXX1.00

REV	DR.	DATE	PROJECT NUMBER AND DESCRIPTION	APP'D
A	DJD	10/25	FOR INFORMATION ONLY	

UNRESTRICTED INTERNAL USE ONLY

INEOS | Acetyls

PROJECT NO.
PLANT: TEXAS CITY
AREA NAME: DOCK 1

FOUNDATION PLAN AND DETAILS
DOCK 1 FIRE MONITORS 1, 2, 3, & 4
FIRE MONITOR STRUCTURE
FOUNDATION SKETCH

	BY	DATE	APPD	DATE	ECCN: EAR99
DRAWN	DJD	10/25			
DESIGN CHK.					
DETAILS CHK.					

SCALE: 3/4"=1'-0" DWG. NO. D- 139FO-XXX1 00 REV. A

NO.	REVISION	BY	DATE

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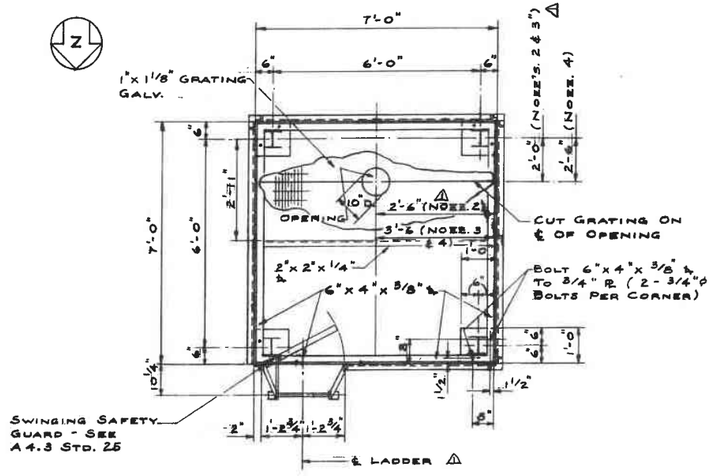
ENGINEERING DEPARTMENT

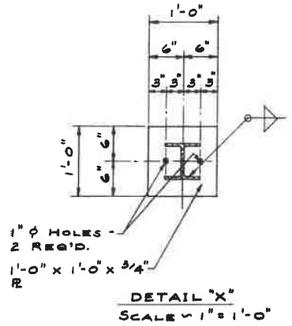
TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

FIRE MONITOR STRUCTURE FOUNDATION SKETCH

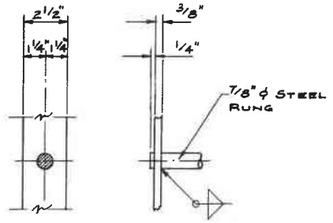
SHEET NO.
8 OF 15



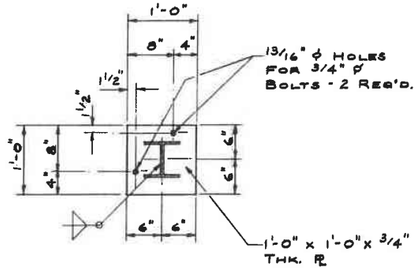
PLAN
SCALE ~ 1/2" = 1'-0"



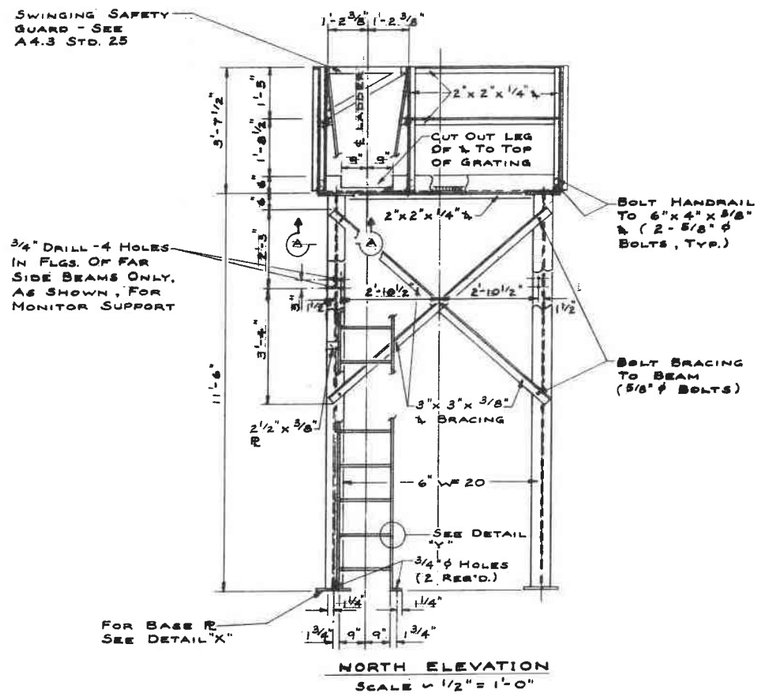
DETAIL "X"
SCALE ~ 1" = 1'-0"



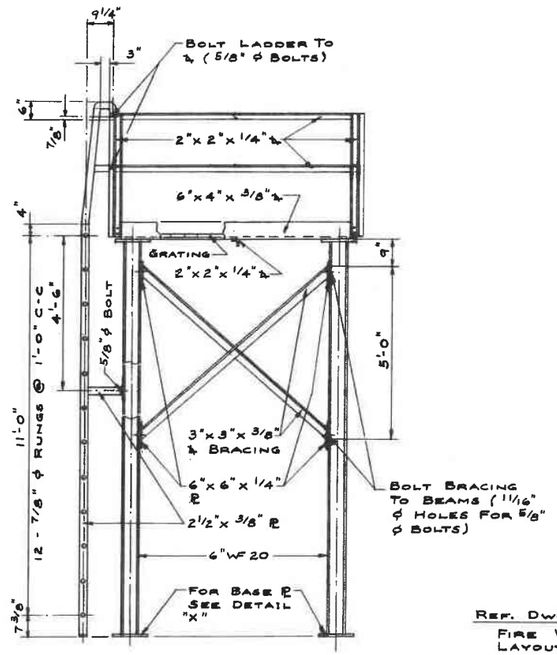
DETAIL "Y"
SCALE ~ 3" = 1'-0"



SECTION "A-A"
2 PLS REQ'D. DRILLED AS SHOWN
2 PLS REQ'D. DRILLED OPPOSITE HAND
SCALE ~ 1" = 1'-0"



NORTH ELEVATION
SCALE ~ 1/2" = 1'-0"



WEST ELEVATION
SCALE ~ 1/2" = 1'-0"

2 REQ'D.

NOTES:

1. ALL STRUCTURAL STL. SHALL BE DETAILED & FABRICATED IN ACCORDANCE W/ AISC SPECS. FOR THE DESIGN, FABR. & ERECTION OF STRUCT. STL. FOR BLDGS.
2. ALL STRUCTURAL STL. & GRATING SHALL BE HOT DIPPED GALV. AFTER FABRICATION IN ACCORDANCE W/ ASTM SPEC. A123-53.
3. ENTIRE STRUCTURE TO BE WELDED UNLESS NOTED
4. STRUCTURAL BOLTS, NUTS, & WASHERS TO BE IN ACCORDANCE WITH ASA B18.2-1955 FURNISHED BY FABRICATOR.
5. GRATING TO BE GARY-TYPE GW-100A 1" x 1 1/8" GALV. ALL WELDED GRATING (NON SLIP) WITH "KLEMP" TYPE H3 SADDLE ANCHOR OR EQUAL
6. STRIKE ALL SHARP EDGES

REF. DWGS.:
FIRE WATER PIPING — D-710-33
LAYOUT - DOCK # 5
FOUNDATIONS — A-710F0-7

RECORD DRAWING
FOR USE AS REFERENCE

NO.	BY	DATE	APPD	DATE	APPD	DATE
1	D.A.	7-72	[illegible]	7-72		

1 D.A. RELOCATE NOZZLES & LADDERS
PROJ. NO. | DR. | DWG. OR DATE | REVISION | APPROVALS

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Monsanto ENGINEERING DEPT.
COMPANY TEXAS CITY, TEXAS
PROJ. NO. | PLANT | AREA NAME

LADDER & PLATFORM FOR 4" FIRE WATER MONITOR NOZZLES NO'S. 2, 3, & 4
DOCK NO. 1

	BY	DATE	APPD	DATE	APPD	DATE
DRAWN	D.A.	7-72	[illegible]	7-72		
DESIGN SUPV.						
DETAILS SUPV.						

SCALE: AS NOTED
DWG. NO. D-710 SP-1 R/1

NO.	REVISION	BY	DATE

DRAWN BY: L. BUTLER
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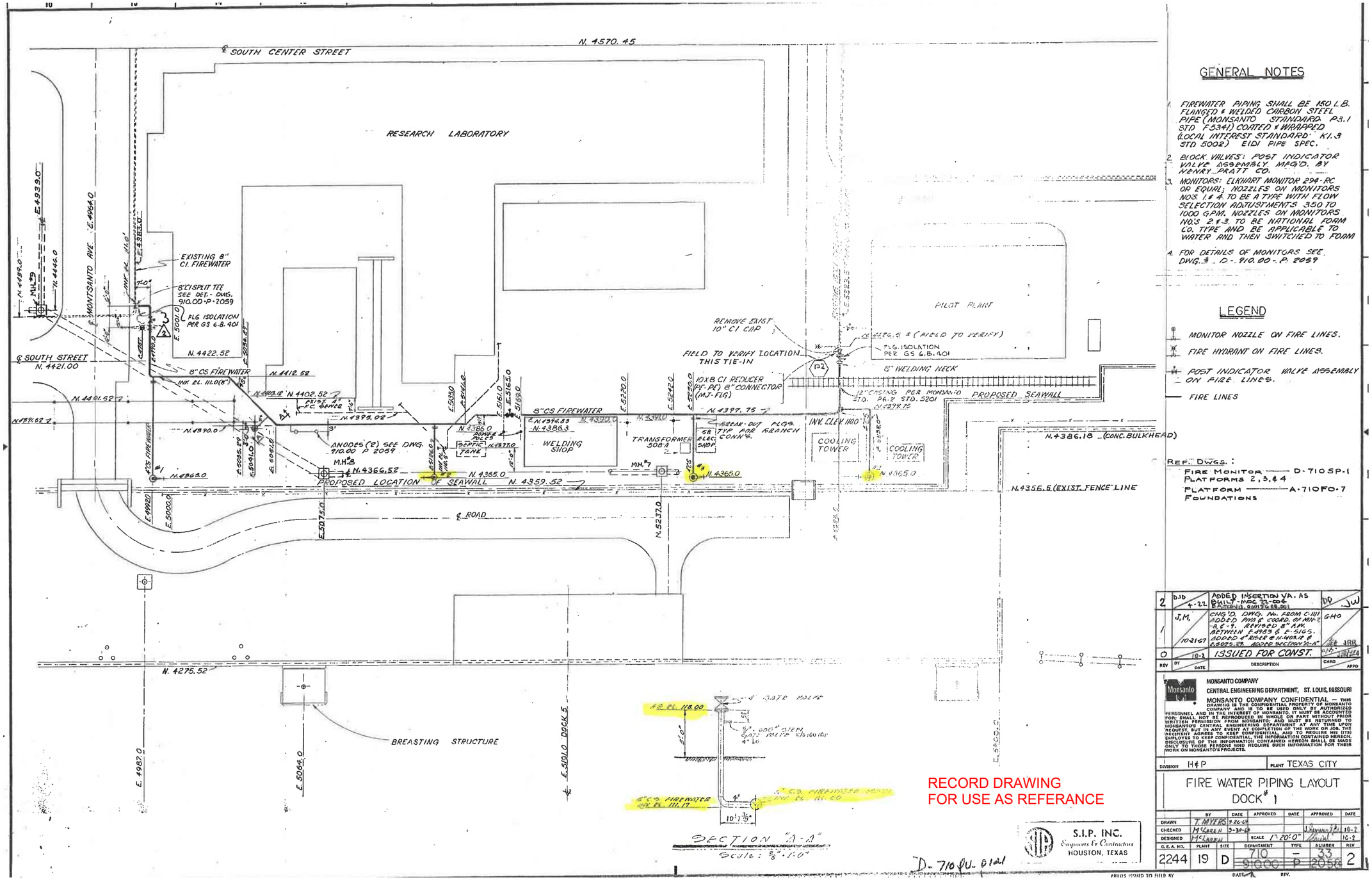
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

FIRE WATER MONITOR LADDER AND PLATFORM

SHEET NO.
9 OF 15



GENERAL NOTES

1. FIREWATER PIPING SHALL BE 150 L.B. FLANGED & WELDED CARBON STEEL PIPE (MONSANTO STANDARD P3.1 STD F5341) COATED & WRAPPED (LOCAL INTEREST STANDARD K1.3 STD 5002) EIDI PIPE SPEC.
2. BLOCK VALVES: POST INDICATOR VALVE ASSEMBLY MFG'D. BY HENRY PRATT CO.
3. MONITORS: ELKHART MONITOR 294-RC OR EQUAL; NOZZLES ON MONITORS NOS. 1 & 4 TO BE A TYPE WITH FLOW SELECTION ADJUSTMENTS 350 TO 1000 G.P.M. NOZZLES ON MONITORS NOS 2 & 3 TO BE NATIONAL FORM CO. TYPE AND BE APPLICABLE TO WATER AND THEN SWITCHED TO FOAM
4. FOR DETAILS OF MONITORS SEE DWG. # D-910.00-P 2059

LEGEND

- MONITOR NOZZLE ON FIRE LINES.
- FIRE HYDRANT ON FIRE LINES.
- POST INDICATOR VALVE ASSEMBLY ON FIRE LINES.
- FIRE LINES

REF. DWGS.:
FIRE MONITOR PLATFORMS 2,3,4 & 4 — D-710 SP-1
PLATFORM FOUNDATIONS — A-710 FO-7

REV	BY	DATE	DESCRIPTION	CHKD	APPD
2	DJD	4-22	ADDED INSERTION VA. AS BUILT-MOC 21-06 (CATEGORY 3, 0.01 TO $9.00)	DP	JW
1	J.M.	10-21-67	CHG'D. DWG. No. FROM C-111 ADDED PIER & COORD. OF MH.#7 -B.F.T. REVISED 8" F.M. BETWEEN E.4983 & E.5165. ADDED "DETAIL B" M.H.#8 & #7 E.5075.67. ADDED SECTION "A-A"	GHO	JRR
0	10-2		ISSUED FOR CONST.		

MONSANTO COMPANY
CENTRAL ENGINEERING DEPARTMENT, ST. LOUIS, MISSOURI

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DIVISION H&P PLANT TEXAS CITY

FIRE WATER PIPING LAYOUT DOCK # 1

	BY	DATE	APPROVED	DATE	APPROVED	DATE
DRAWN	T. MYERS	2-26-64				
CHECKED	M°LAREN	3-30-64			J. Haynes	10-2
DESIGNED	M°LAREN		SCALE 1"=20'-0"		[illegible]	10-2

C.E.A. NO.	PLANT	SIZE	DEPARTMENT	TYPE	NUMBER	REV
2244	19	D	710	—	33	2

PRINTS ISSUED TO FILED BY — DATE — REV.

NO.	REVISION	BY	DATE

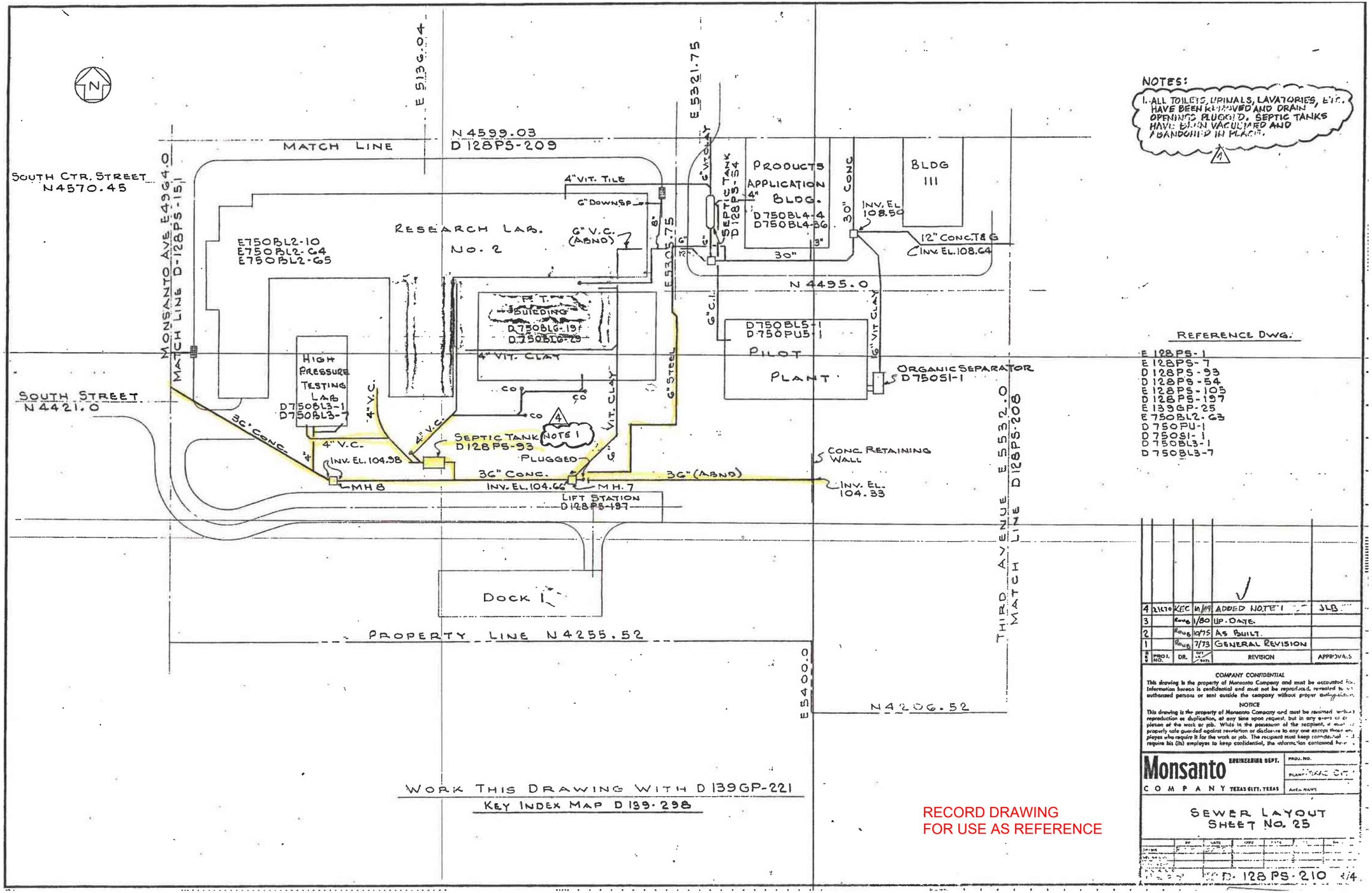
DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
CHECKED BY: MICHAEL SHANNON, PE
APPROVED BY: MICHAEL SHANNON, PE
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

FIRE WATER PIPING LAYOUT

SHEET NO.
10 OF 15



NOTES:

1. ALL TOILETS, URINALS, LAVATORIES, ETC. HAVE BEEN REMOVED AND DRAIN OPENINGS PLUGGED. SEPTIC TANKS HAVE BEEN VACUUMED AND ABANDONED IN PLACE.

REFERENCE DWG.

- E 128PS-1
- E 128PS-7
- D 128PS-93
- D 128PS-54
- D 128PS-105
- D 128PS-197
- E 139GP-25
- E 750BL2-63
- D 750PU-1
- D 750SI-1
- D 750BL3-1
- D 750BL3-7

NO.	PROJ. NO.	DR.	DATE	REVISION	APPROVALS
4	21470	KEC	11/19	ADDED NOTE 1	JLB
3		Rough	1/80	UP-DATE.	
2		Rough	10/75	AS BUILT.	
1		Rough	7/73	GENERAL REVISION	

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Monsanto COMPANY TEXAS CITY, TEXAS — ENGINEERING DEPT.

PROJ. NO.

PLANT TEXAS CITY

AREA NAME

SEWER LAYOUT
SHEET NO. 25

W.O. D-128 PS-210 4/4

NO.	REVISION	BY	DATE

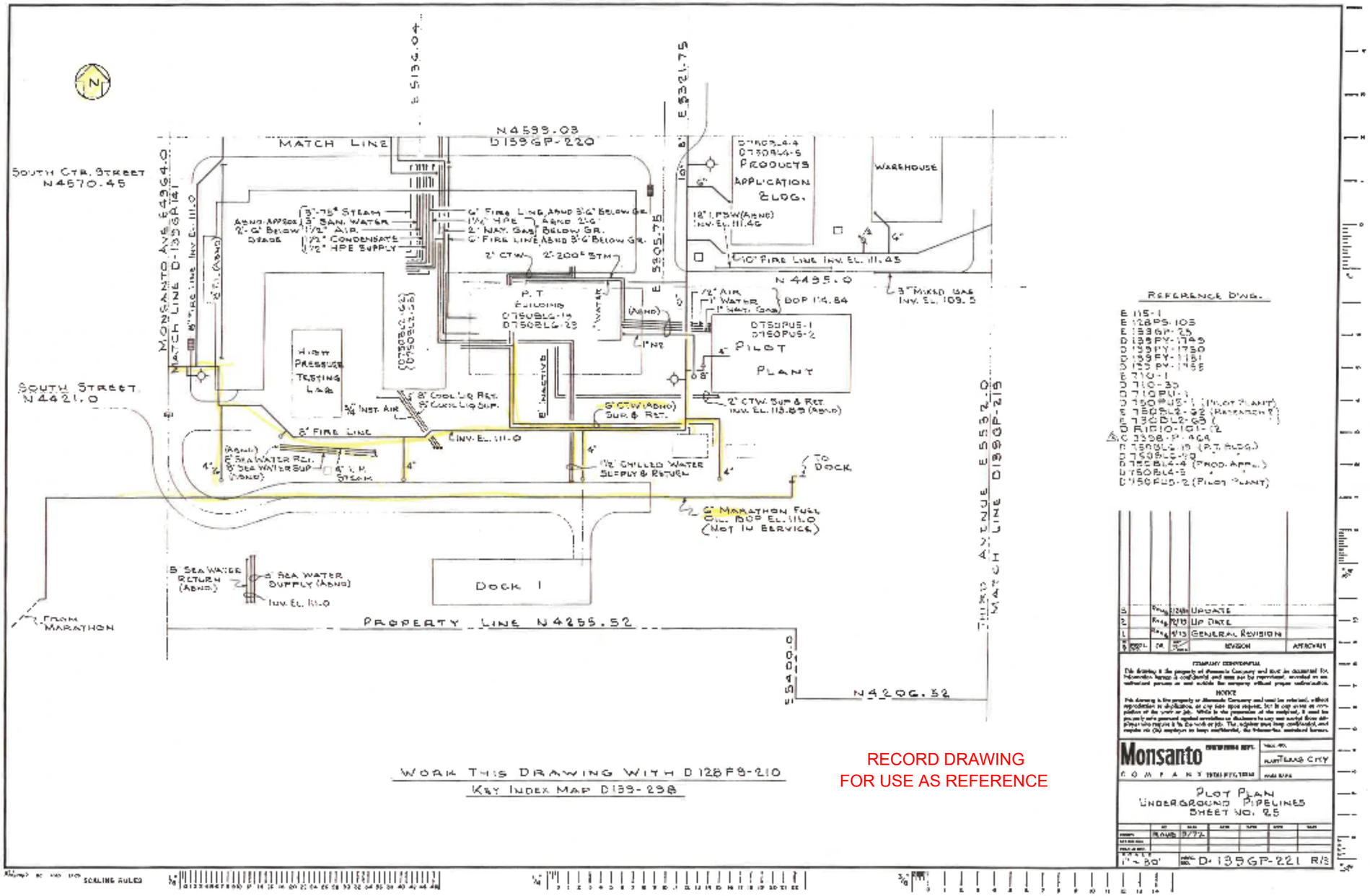
DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
CHECKED BY: MICHAEL SHANNON, PE
APPROVED BY: MICHAEL SHANNON, PE
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

SEWER LAYOUT

SHEET NO.
11 OF 15



REFERENCE DWG.

E 115-1
E 128 PS-105
E 135 GP-25
D 135 PY-1750
D 135 FY-1751
D 135 PY-1755
E 710-1
E 710-35
D 710 PU-1
D 150 PU6-1 (PILOT PLANT)
D 150 BL6-23 (PATTERSON?)
D 150 BL2-69
D R1110-101-2
D 1358-P-A64
D 150 BL6-13 (P.T. BLDG.)
D 150 BL6-23
D 150 BL4-4 (PROD. APPL.)
D 150 BL4-5
D 150 PU6-2 (PILOT PLANT)

NO.	DATE	REVISION
3	12/26	UPDATE
2	8/19	UP DATE
1	4/13	GENERAL REVISION

PRELIMINARY

Monsanto COMPANY — TEXAS CITY

PLOT PLAN
UNDERGROUND PIPELINES
SHEET NO. 25

1" = 30' — D-135GP-221 R13

WORK THIS DRAWING WITH D 128 F9-210
KEY INDEX MAP D133-238

RECORD DRAWING
FOR USE AS REFERENCE

SCALING RULES

NO.	REVISION	BY	DATE

DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
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GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

PLOT PLAN UNDERGROUND PIPELINES

SHEET NO.
12 OF 15

THRUST BLOCKING

TABLE A

CONCRETE THRUST BLOCKING (HORIZONTAL)

PIPE DIA.	Table Pressure PSI	Thrust (T) at fittings in Pounds				
		A	B	C	D	E
		Tee & Dead Ends	90 deg Bend	45 deg Bend	22.5 deg Bend	11.25 deg Bend
4"	250	3035	4320	2315	1215	610
6"	250	6860	9735	5215	2720	1375
8"	250	12185	17310	9265	4835	2430
10"	250	19045	27045	14480	7560	3800
12"	250	27405	38940	20840	10880	5465
14"	250	37320	53010	28370	14815	7445
16"	250	48740	69245	37050	19360	9735

TABLE B

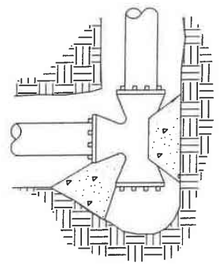
Soil Type	Soil Bearing Capacity (B) in PSF
Muck, peat, etc.	0
Soft Clay	1000
Sand	2000
Sand and gravel	3000
Sand and gravel cemented with clay	4000
Hard shale	10,000

TABLE C

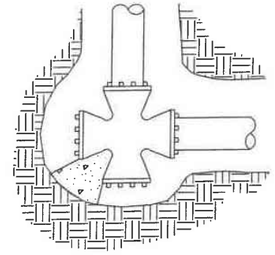
CONCRETE BLOCKING FOR CONVEX VERTICAL BENDS

DIMENSION TABLE

PIPE DIA. in.	Table Pressure PSI	Bend Angle (deg)	Concrete Volume (cy)	Cube Size (ft)	Stirrup Dia. (in)	Stirrup Embmt. (in)	Stirrup Bar #
4"	250	11.25	0.21	1.8	5/8	17	5
		22.5	0.43	2.3			
		45	0.77	2.8			
6"	250	11.25	0.48	2.4	5/8	17	5
		22.5	0.95	3.0			
		45	1.79	3.6			
8"	250	11.25	0.86	2.9	5/8	17	5
		22.5	1.65	3.5			
		45	3.22	4.4			
10"	250	11.25	1.39	3.3	5/8	17	5
		22.5	2.62	4.1			
		45	4.97	4.1			
12"	250	11.25	1.94	3.7	5/8	17	5
		22.5	3.91	4.7			
		45	6.89	5.7	7/8	24	7
14"	250	11.25	2.62	4.1	5/8	17	5
		22.5	5.26	5.2	3/4	20	6
		45	9.70	6.4	1	27	8
16"	250	11.25	3.44	4.5	5/8	17	5
		22.5	6.89	5.7	7/8	24	7
		45	12.63	7.0	1 1/8	30	9



TEE



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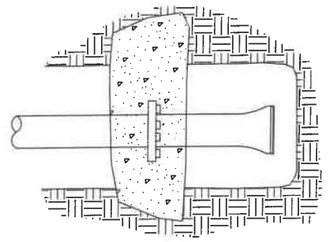

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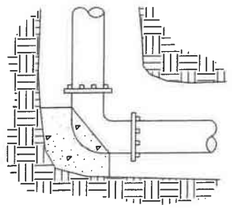
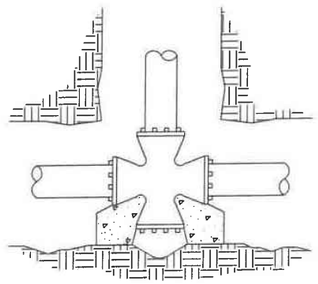


BEND



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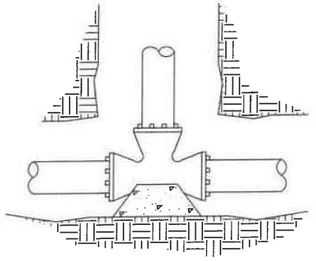

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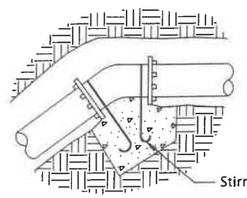
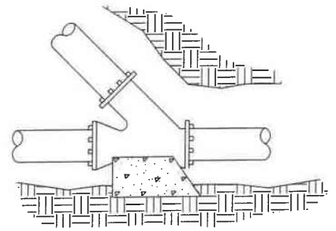


CONVEX VERTICAL BEND

(See Table C)



WYE

THRUST BLOCK BEARING AREA EQUATION

NOTE: WHEN THRUST BLOCK BEARING AREA IS NOT SPECIFIED ON THE PLANS OR DETERMINED BY THE ENGINEER, USE THE FOLLOWING PROCEDURE TO DETERMINE REQUIRED BEARING AREA.

1. Determine thrust (T) for type of fitting or joint and size of pipe from Table A.
2. Determine Design (Test) Pressure from Standard Specifications or Special Provisions.
3. Determine Table Pressure from Table A.
4. Determine Soil Bearing Capacity (B) of soil from Table B.
5. Determine required bearing area (A) in sq. ft. as follows:

$$\text{Thrust Block Bearing Area} = A = \left(\frac{T}{B}\right)\left(\frac{\text{Design (Test) Pressure}}{\text{Table Pressure}}\right)$$

Example: Design (Test) Pressure = 150 PSI
Pipe = 14"
Fitting = Tee
Soil = Sand

From Table A, T = 37320
From Table B, B = 2000

$$A = \left(\frac{37320}{2000}\right)\left(\frac{150}{250}\right) = 11.2 \text{ sq.ft.}$$

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

1. Contractor to provide blocking adequate to withstand full test pressure.
2. Pour concrete blocking against undisturbed earth.
3. All concrete shall be commercial grade concrete.
4. Wrap pipe and/or fittings with 2 layers of polyethylene film where in contact with concrete
5. Keep concrete clear of all joints and accessories.
6. Stirrups shall be deformed galvanized cold rolled steel AASHTO M31 (ASTM A615), Grade 60. Coat with coal tar epoxy after installation.
7. See project plans for details not shown.

CALC. BOOK NO. N/A

SDR DATE 25-JUL-2017

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

THRUST BLOCKING

2021

DATE	REVISION DESCRIPTION

NO.	REVISION	BY	DATE

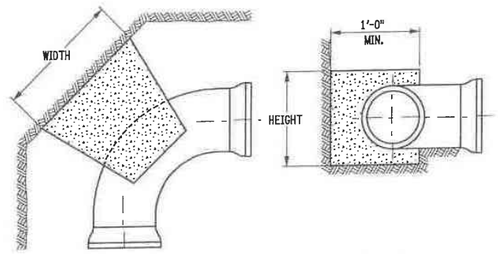
DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
CHECKED BY: MICHAEL SHANNON, PE
APPROVED BY: MICHAEL SHANNON, PE
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

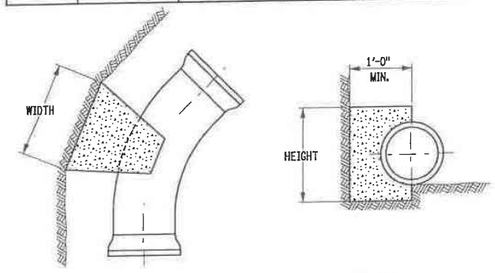
THRUST BLOCKING

SHEET NO.
13 OF 15



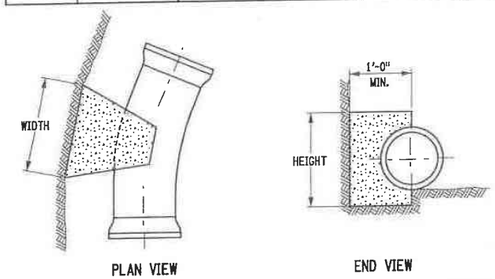
PLAN VIEW END VIEW

90° BEND THRUST BLOCK DIMENSIONING					
PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)	PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)
4 NPS	2'-3"	1'-3"	14 NPS	7'-3"	3'-6"
6 NPS	3'-3"	1'-9"	16 NPS	8'-3"	4'-0"
8 NPS	4'-3"	2'-3"	18 NPS	9'-3"	4'-6"
10 NPS	5'-3"	2'-6"	20 NPS	10'-6"	5'-0"
12 NPS	6'-0"	3'-3"	24 NPS	12'-6"	6'-0"



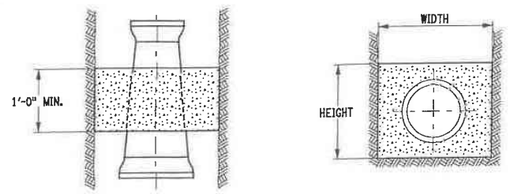
PLAN VIEW END VIEW

45° BEND THRUST BLOCK DIMENSIONING					
PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)	PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)
4 NPS	2'-0"	0'-9"	14 NPS	5'-3"	2'-6"
6 NPS	2'-6"	1'-3"	16 NPS	5'-6"	3'-3"
8 NPS	3'-3"	1'-9"	18 NPS	7'-3"	3'-3"
10 NPS	4'-0"	2'-0"	20 NPS	7'-3"	4'-0"
12 NPS	4'-6"	2'-3"	24 NPS	8'-9"	4'-6"



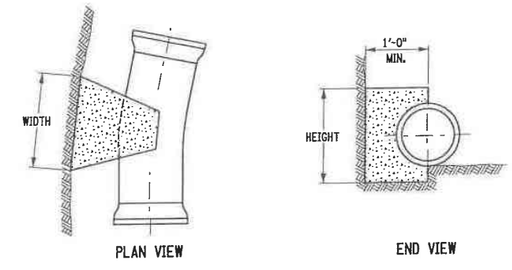
PLAN VIEW END VIEW

22½° BEND THRUST BLOCK DIMENSIONING					
PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)	PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)
4 NPS	1'-3"	0'-9"	14 NPS	3'-6"	2'-0"
6 NPS	2'-0"	0'-9"	16 NPS	4'-6"	2'-3"
8 NPS	2'-3"	1'-3"	18 NPS	5'-0"	2'-6"
10 NPS	3'-0"	1'-3"	20 NPS	5'-0"	3'-0"
12 NPS	3'-3"	1'-9"	24 NPS	6'-3"	3'-3"



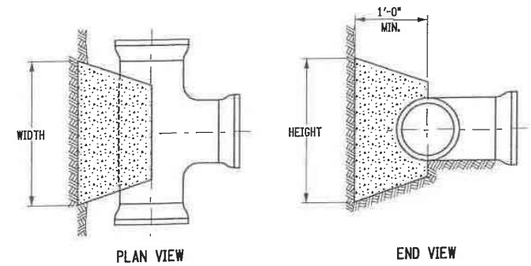
PLAN VIEW END VIEW

REDUCER THRUST BLOCK DIMENSIONING					
SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)	SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)
6x4 NPS	1'-6"	1'-6"	16x8 NPS	4'-6"	4'-6"
8x4 NPS	2'-3"	2'-3"	16x10 NPS	4'-0"	4'-0"
8x6 NPS	1'-9"	1'-9"	16x12 NPS	3'-6"	3'-6"
10x6 NPS	2'-6"	2'-6"	20x12 NPS	5'-0"	5'-0"
10x8 NPS	2'-0"	2'-0"	20x16 NPS	4'-0"	4'-0"
12x6 NPS	3'-3"	3'-3"	24x12 NPS	6'-6"	6'-6"
12x8 NPS	3'-0"	3'-0"	24x16 NPS	5'-9"	5'-9"
12x10 NPS	2'-3"	2'-3"	24x20 NPS	4'-6"	4'-6"



PLAN VIEW END VIEW

11¼° BEND THRUST BLOCK DIMENSIONING					
PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)	PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)
4 NPS	1'-0"	0'-6"	14 NPS	3'-0"	1'-3"
6 NPS	1'-3"	0'-9"	16 NPS	3'-3"	1'-9"
8 NPS	1'-9"	0'-9"	18 NPS	3'-6"	1'-9"
10 NPS	2'-0"	1'-0"	20 NPS	3'-6"	2'-0"
12 NPS	2'-3"	1'-3"	24 NPS	4'-6"	2'-3"



PLAN VIEW END VIEW

TEE/DEAD END THRUST BLOCK DIMENSIONING					
PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)	PIPE SIZE	WIDTH (FT-IN)	HEIGHT (FT-IN)
4 NPS	2'-0"	1'-0"	14 NPS	5'-6"	3'-3"
6 NPS	3'-0"	1'-3"	16 NPS	6'-6"	3'-6"
8 NPS	3'-3"	2'-0"	18 NPS	7'-6"	4'-0"
10 NPS	4'-3"	2'-3".	20 NPS	8'-6"	4'-3"
12 NPS	5'-3"	2'-6"	24 NPS	10'-3"	5'-3"

NOTES:

1. SEE SPECIAL NOTES ENTITLED "OWNER REQUIREMENTS FOR WATER MAINS AND APPURTENANCES" FOR ADDITIONAL INFORMATION ON THRUST RESTRAINT REQUIREMENTS.
2. THRUST RESTRAINT USING THRUST BLOCKS AND TIE RODS ARE SHOWN ON THESE SHEETS. RESTRAINED JOINTS AND RETAINER GLANDS ARE ALSO ACCEPTABLE METHODS. THE THRUST RESTRAINT METHOD SHALL BE AS REQUIRED BY THE SYSTEM OWNER.
3. IF THE OWNER OF THE WATER SYSTEM REQUIRES A METHOD THAT RESTRAINS INDIVIDUAL JOINTS, EACH JOINT THAT FALLS WITHIN THE MINIMUM RESTRAINED LENGTH, MEASURED FROM THE CENTER OF THE FITTING, AS SHOWN ON THESE SHEETS SHALL BE RESTRAINED, AND SHALL WITHSTAND THE MAXIMUM PRESSURE APPLIED TO THE SYSTEM.
4. CLASS A CONCRETE SHALL NOT BE PLACED UNDER WATER. THE CONTRACTOR SHALL DEWATER THE EXCAVATION OR PLACE TYPE G CONCRETE USING APPROPRIATE UNDERWATER PLACEMENT TECHNIQUES.
5. CONCRETE FOR THRUST BLOCKS SHALL NOT BE ALLOWED TO COVER OR INTERFERE WITH JOINT OR RESTRAINT HARDWARE. PLASTIC SHEETING OR BUILDING FELT WAY BE PLACED OVER PIPE OR FITTINGS TO PREVENT CONCRETE FROM ADHERING TO SURFACES. CONCRETE FOR THRUST BLOCKS SHALL BE POURED AGAINST UNDISTURBED SOIL.
6. FOR BENDS, BEARING AREA SHALL BE PARALLEL TO THE EDGE OF THE FITTING AT THE FITTING MIDPOINT.
7. FOR TEES, BEARING AREA SHALL BE PERPENDICULAR TO THE BRANCH (SINGLE LEG) AXIS.
8. FOR REDUCERS, BEARING AREA SHALL BE PERPENDICULAR TO THE FITTING AXIS. THE MINIMUM THICKNESS ALONG THE FITTING AXIS SHALL BE 1'-0" OR THE LENGTH BETWEEN THE BELLS, WHICHEVER IS SMALLER.
9. THRUST RESTRAINTS FOR SIZES OVER 24 NPS OR FOR FITTINGS NOT SHOWN ON THESE SHEETS WILL BE DESIGNED ON A CASE BY CASE BASIS, AND WILL BE SHOWN IN THE CONTRACT DOCUMENTS.
10. THRUST BLOCK SIZES AND MINIMUM RESTRAINED LENGTHS SHOWN ON THESE SHEETS ARE BASED UPON THE FOLLOWING STANDARD CONDITIONS:
    - 1.5 - SAFETY FACTOR
    - 5'-0" - DEPTH OF COVER
    - 200 PSI - WATER SYSTEM TEST PRESSURE
    - 14 PSI - SOIL BEARING CAPACITY
    - 90 LB/CF - SOIL UNIT WEIGHT
11. TO DETERMINE REQUIRED SIZES FOR DIFFERENT CONDITIONS, MULTIPLY THE DIMENSION BY A FACTOR OF THE SPECIFIC VALUE DIVIDED BY THE STANDARD VALUE.

    EXAMPLE:

    FOR 12 NPS 45° BEND WITH 100 PSI TEST PRESSURE:

    AREA REQUIRED = (4'-6" x 2'-3") x (100 PSI / 200 PSI) = 5.06 SF
    WIDTH = 3'-6"
    HEIGHT = 1'-6"

MINIMUM RESTRAINED LENGTH OF PIPE (FT-IN) L_R										
FITTING	4 NPS	6 NPS	8 NPS	10 NPS	12 NPS	14 NPS	16 NPS	18 NPS	20 NPS	24 NPS
11¼° BEND	1'-3"	2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"	5'-6"	6'-3"
22½° BEND	1'-3"	2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"	5'-6"	6'-6"
45° BEND	3'-0"	4'-0"	5'-3"	6'-3"	7'-6"	8'-6"	9'-6"	10'-6"	11'-6"	13'-6"
90° BEND	7'-0"	9'-9"	12'-6"	15'-6"	18'-0"	20'-0"	23'-0"	25'-6"	28'-0"	32'-6"
DEAD END	8'-6"	12'-6"	16'-0"	19'-3"	23'-0"	26'-0"	29'-6"	33'-0"	36'-0"	42'-0"
* DIMENSIONS ARE IN FT-IN FORMAT.										
* FOR POLYETHYLENE WRAPPED PIPE, MULTIPLY VALUES IN TABLE BY 1.45										

WATER MAIN
HORIZONTAL THRUST RESTRAINT DETAILS

APPROVED SEPTEMBER 19, 2008
/S/ DANIEL D'ANGELO, P.E.
DEPUTY CHIEF ENGINEER (DESIGN)

ISSUED UNDER EB 08-036
663-02

EFFECTIVE DATE: 01/08/09

NO.	REVISION	BY	DATE

DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
CHECKED BY: MICHAEL SHANNON, PE
APPROVED BY: MICHAEL SHANNON, PE
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

HORIZONTAL THRUST RESTRAINT DETAILS

SHEET NO.
14 OF 15

1.0 GENERAL

1.1 UNLESS OTHERWISE NOTED ON THE DRAWINGS, ALL DESIGN, MATERIALS, FABRICATION, TESTING, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING NOTES, REFERENCED CODES, SPECIFICATIONS, AND STANDARDS. SHOULD THESE NOTES, CODES, SPECIFICATIONS OR STANDARDS DISAGREE, THE MORE STRINGENT REQUIREMENT AS DETERMINED BY THE OWNER'S REPRESENTATIVE SHALL GOVERN.

1.2 THE LATEST EDITION OF REFERENCED CODES, SPECIFICATIONS, OR STANDARDS IS APPLICABLE, UNLESS OTHERWISE SPECIFIED.

1.3 COPIES OF ALL CODES, SPECIFICATIONS AND STANDARDS REFERENCED IN THESE NOTES ARE AVAILABLE FROM THE FOLLOWING ORGANIZATIONS:

AMERICAN CONCRETE INSTITUTE (ACI)
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
AMERICAN WELDING SOCIETY (AWS)
OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA)

2.0 EARTHWORK

2.1 EXCAVATING

2.1.1 ALL EXCAVATION SHALL COMPLY WITH OSHA STANDARDS.

2.1.2 DEMOLISH AND REMOVE ALL OBSTRUCTIONS AS REQUIRED. AREAS TO RECEIVE STRUCTURAL FILL SHALL BE STRIPPED TO REMOVE ALL ORGANIC MATERIAL AND CONTAMINATED OR SOFT SOIL. DISPOSAL OF ALL DEBRIS FROM DEMOLITION AND STRIPPING OPERATIONS SHALL BE AS SPECIFIED BY OWNER.

2.1.3 CARE SHALL BE TAKEN NOT TO OVER EXCAVATE FOR CONCRETE FOUNDATIONS. ANY OVER EXCAVATION BELOW BOTTOM OF FOUNDATION ELEVATION MUST BE BACKFILLED WITH LEAN CONCRETE BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE.

2.1.4 ALL FOUNDATION EXCAVATIONS SHALL BE INSPECTED BY PROOF-ROLLING OR PROBING TO DETERMINE THAT ALL LOOSE, SOFT, OR OTHERWISE UNDESIRABLE MATERIALS ARE REMOVED. IF AN AREA OF UNDESIRABLE MATERIAL IS DISCOVERED BELOW THE BOTTOM OF THE FOOTING, IT SHALL BE REMOVED AND BACKFILLED WITH LEAN CONCRETE OR REPLACED WITH COMPACTED STRUCTURAL FILL.

2.1.5 WHERE SOIL CONDITIONS PERMIT, FOUNDATIONS BELOW GRADE MAY BE EARTH FORMED UNLESS OTHERWISE NOTED.

2.1.6 PROBING, PRIOR TO ALL EXCAVATIONS, WILL BE REQUIRED FOR VERIFICATION OF CLEARANCE OF UNDERGROUND PIPING AND ELECTRICAL CONDUITS. HAND EXCAVATION WILL BE REQUIRED AROUND ALL UNDERGROUND PIPING AND ELECTRICAL CONDUIT ENCOUNTERED.

2.2 STRUCTURAL FILL

2.2.1 UNLESS OTHERWISE SPECIFIED, SITE FILL MATERIAL SHALL BE STRUCTURAL FILL CONSISTING OF LEAN CLAY OR SANDY CLAY (LIQUID LIMIT LESS THAN 40 AND PLASTICITY INDEX LESS THAN 20).

2.2.2 STRUCTURAL FILL SHALL BE PLACED IN LIFTS OF 8 INCH MAXIMUM LOOSE THICKNESS AT A WATER CONTENT RANGING FROM 1 PERCENT DRY OF TO 3 PERCENT WET OF OPTIMUM MOISTURE CONTENT.

2.2.3 STRUCTURAL FILL SHALL BE COMPACTED TO 90 PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

2.2.4 WHERE PERMITTED, COHESIONLESS, FREE DRAINING SOILS, WITH LESS THAN 15% FINES MAY BE USED, AND SHALL BE COMPACTED TO RELATIVE DENSITY OF 65% AS DETERMINED BY ASTM D4253.

2.3 BACKFILL

2.3.1 UNLESS OTHERWISE SPECIFIED, BACKFILL MAY BE EXCAVATED, UNCONTAMINATED, ON-SITE MATERIAL WHICH HAS BEEN APPROVED BEFORE INSTALLATION.

2.3.2 IN UNPAVED AREAS, COMPACT BACKFILL WITHIN 2% OF OPTIMUM MOISTURE CONTENT, TO AT LEAST 80% OF MODIFIED PROCTOR DRY DENSITY (ASTM D1557).

2.3.3 IN PAVED AREAS, COMPACT BACKFILL, WITHIN 2% OF OPTIMUM MOISTURE CONTENT, TO AT LEAST 95% OF MODIFIED PROCTOR DRY DENSITY (ASTM D1557) FOR THE TOP 6 INCHES OF BACKFILL. THE REST OF THE BACKFILL SHALL BE COMPACTED TO AT LEAST 90% OF MODIFIED PROCTOR.

2.3.4 FOR COMPACTION BY MANUALLY-GUIDED POWER COMPACTORS, STRUCTURAL FILL SHALL BE PLACED IN LIFTS OF 6" MAXIMUM LOOSE THICKNESS.

2.4 TESTING

2.4.1 DENSITY TESTING FOR STRUCTURAL FILL AND BACKFILL SHALL BE PERFORMED BY AN INDEPENDENT LAB. FOR EACH CLASS OF FILL, NOT LESS THAN ONE TEST SHALL BE MADE FOR EACH FOOT OF FILL THICKNESS, NOR LESS THAN 1000 CUBIC YARDS OF FILL. IF THE FILL FAILS TO MEET THE SPECIFIED PERCENT OF MODIFIED PROCTOR OR THE SPECIFIED RELATIVE DENSITY BY MORE THAN 2 PERCENT, THE ENTIRE ONE FOOT OF THICKNESS SHALL BE REMOVED, REPLACED, RECOMPACTED, AND RETESTED. IF THE FILL FAILS TO MEET THE ABOVE REQUIREMENTS BY LESS THAN 2 PERCENT, THE INDEPENDENT LAB SHALL BE CONSULTED FOR METHODS TO INCREASE THE SOIL DENSITY SUCH AS CHANGING METHODS FOR MORE UNIFORM MOISTURE CONTROL, ALTERING THE NUMBER OF PASSES, DECREASING THE LIFT THICKNESS OR CHANGING THE COMPACTION EQUIPMENT.

3.0 CONCRETE

3.1 APPLICABLE CODES OR STANDARDS

ALL CONCRETE DESIGN, TESTING, AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING CODES AND STANDARDS.

3.1.1 ACI 301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".

3.1.2 ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE".

3.1.3 ACI 304, "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE".

3.1.4 ASTM STANDARDS FOR THE MATERIALS LISTED.

3.1.5 OSHA STANDARDS.

3.1.6 AWS D1.1, "STRUCTURAL WELDING CODE-STEEL".

3.2 MATERIALS AND CONCRETE STRENGTH

3.2.1 ALL CONCRETE SHALL BE READY-MIXED CONFORMING TO ASTM C94 AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS EXCEPT AS NOTED BELOW:

A. CONCRETE FOR SEAL SLABS (LEAN CONCRETE) SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1500 PSI AT 28 DAYS.

B. CONCRETE FOR PAVING OR SLABS ON GRADE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS WITH A MINIMUM CEMENT CONTENT OF 470 LBS PER CUBIC YARD, A MAXIMUM WATER CEMENT RATIO OF 0.45, AND A MAXIMUM SIZE OF AGGREGATE OF 1 1/2 INCHES.

3.2.2 ALL REINFORCING STEEL SHALL MEET ASTM A615 GRADE 60 SPECIFICATIONS.

3.2.3 WELDED WIRE FABRIC SHALL MEET ASTM A185 SPECIFICATIONS.

3.2.4 ANCHOR BOLTS SHALL MEET ASTM A36 OR A307 SPECIFICATIONS WITH HEAVY HEX NUTS AND WASHERS (UNLESS NOTED OTHERWISE).

3.2.5 ALL ANCHOR BOLTS SHALL BE HOT DIP GALVANIZED ACCORDING TO ASTM A153 UNLESS NOTED OTHERWISE. THREADS SHALL BE TAPPED OR CHASED AFTER GALVANIZING.

3.2.6 ALL ANCHOR BOLT SLEEVES SHALL BE "SINCO/WILSON ANCHOR BOLT SLEEVES" AS MANUFACTURED BY SINCO PRODUCTS, INC OR EQUAL. TOPS OF SLEEVES SHALL BE CUT OUT PRIOR TO PLACING GROUT FOR THE EQUIPMENT OR STRUCTURE.

3.2.7 ANCHOR BOLTS AND SLEEVES SHALL BE FABRICATED AND INSTALLED PER "ANCHOR BOLT DETAIL" THIS DRAWING.

3.2.8 ANCHOR BOLT LENGTH "L" SHALL BE AS SPECIFIED ON DRAWING.

3.2.9 CONCRETE EXPANSION ANCHORS SHALL BE HILTI STANDARD KWIK BOLT II ANCHORS AS MANUFACTURED BY HILTI INC, TULSA, OK, OR AN APPROVED EQUAL.

3.3 CONSTRUCTION

3.3.1 ALL EXPOSED EDGES OF CONCRETE ABOVE GRADE SHALL HAVE A 3/4" 45° CHAMFER UNLESS OTHERWISE NOTED.

3.3.2 WHERE THE BONDING OF NEW CONCRETE TO EXISTING CONCRETE IS REQUIRED, USE "CONCRESIVE LIQUID LPL" AS MANUFACTURED BY MASTER BUILDERS INC. CLEVELAND, OHIO, OR APPROVED EQUAL. FOLLOW MANUFACTURER'S RECOMMENDATIONS.

3.3.3 CONSTRUCTION JOINTS

A. WHEN NO KEY HAS BEEN PROVIDED, CONSTRUCTION JOINTS SHALL BE ROUGHENED TO AN AMPLITUDE OF 1/4 INCH.

B. THE SURFACES OF JOINTS SHALL BE CLEANED AND LAITANCE REMOVED.

C. IMMEDIATELY BEFORE NEW CONCRETE IS PLACED, ALL CONSTRUCTION JOINTS SHALL BE WETTED AND STANDING WATER REMOVED.

3.3.4 UNLESS OTHERWISE SPECIFIED, CONCRETE SLUMP RANGE SHALL BE 2" MINIMUM TO 5" MAXIMUM AND CONCRETE SHALL BE CONSOLIDATED WITH MECHANICAL VIBRATORS.

3.3.5 CONCRETE AIR CONTENT SHALL BE 5% + 1% UNLESS OTHERWISE SPECIFIED.

3.3.6 CONCRETE SHALL BE MAINTAINED ABOVE 50 F AND MOIST CURED FOR AT LEAST 7 DAYS UNLESS OTHERWISE SPECIFIED.

3.3.7 CONTRACTOR SHALL REFER TO ELECTRICAL, PIPING, AND VENDOR DRAWINGS FOR EMBEDDED ITEMS NOT SHOWN.

3.4 EXPANSION JOINTS AND JOINT SEALERS

3.4.1 EXPANSION JOINT MATERIAL SHALL BE PREFORMED, NON-EXTRUDING RESILIENT FILLER, BITUMINOUS TYPE, PER ASTM D1751.

3.4.2 JOINT SEALER SHALL BE EITHER HOT POURED ELASTIC TYPE AS PER ASTM D1190 OR COLD APPLIED ELASTIC TYPE AS PER ASTM D1850.

3.4.3 ISOLATION JOINTS OF 1/2" EXPANSION JOINT MATERIAL SHALL BE PROVIDED AT ALL FOUNDATIONS, COLUMNS, AND WALLS TO SEPARATE PAVING FROM ANY CONNECTION WITH THEM.

3.5 CONCRETE COVER

3.5.1 PROVIDE THE FOLLOWING CONCRETE PROTECTIVE COVERINGS FOR REINFORCEMENT, UNLESS NOTED:

A. 3" FOR ALL CONCRETE DEPOSITED DIRECTLY AGAINST THE GROUND.

B. 2" FOR ALL FORMED CONCRETE EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND.

C. 3/4" FOR CONCRETE SLABS AND WALLS, AND 1-1/2" FOR BEAMS, GIRDERS AND COLUMNS FOR FORMED CONCRETE NOT EXPOSED TO WEATHER NOR IN CONTACT WITH THE GROUND.

3.6 CONCRETE FINISHING

3.6.1 PAVING SHALL BE FINISHED PER THE FOLLOWING: IMMEDIATELY AFTER STRIKE-OFF OR SCREEDING, A BULLFLOAT SHALL BE USED TO ELIMINATE HIGH AND LOW SPOTS. WHEN THE BLEED WATER SHEEN HAS EVAPORATED, AND THE CONCRETE WILL SUSTAIN FOOT PRESSURE WITH ONLY A SLIGHT INDENTATION, THE CONCRETE SHALL BE FLOATED WITH WOOD OR METAL HAND FLOATS OR WITH A FINISHING MACHINE USING FLOAT BLADES. AFTER THE CONCRETE HAS BEEN FLOATED TO A SMOOTH SURFACE, IT SHALL BE BRUSHED WITH A SOFT-BRISTLE BROOM THAT IS SPECIALLY MADE FOR TEXTURING CONCRETE.

3.6.2 ALL FORMED SURFACES SHALL RECEIVE AN AS-CAST PLYWOOD FINISH, SURFACE FINS SHALL BE REMOVED. TIE HOLES SHALL BE FILLED SOLID WITH PATCHING MORTAR. ALL HONEYCOMBED AND OTHER DEFECTIVE CONCRETE SHALL BE REMOVED DOWN TO SOUND CONCRETE AND REPAIRED TO AN APPROVED CONDITION WITH BONDING GROUT AND SAND-CEMENT PATCHING MORTAR OF THE SAME MATERIAL AND APPROXIMATELY THE SAME PROPERTIES AS USED FOR THE CONCRETE, EXCEPT THAT THE COURSE AGGREGATE SHALL BE OMITTED.

3.6.3 ALL OTHER SURFACES SHALL HAVE A "FLOATED FINISH" AS DEFINED BY ACI 301.

3.7 REINFORCING STEEL

3.7.1 WHERE WORLEYPARSONS HAS NOT PROVIDED BAR BENDING SCHEDULES, THE FABRICATOR SHALL SUBMIT BAR BENDING SCHEDULES AND PLACEMENT DRAWINGS FOR APROVAL PRIOR TO FABRICATION.

3.7.2 APPROVAL OF BAR BENDING SCHEDULES AND PLACEMENT DRAWINGS DOES NOT RELIEVE THE FABRICATOR OF RESPONSIBILITY FOR DIMENSIONS, QUANTITIES, OR FOR COMPLIANCE WITH THE DESIGN DRAWINGS AND AND SPECIFICATIONS LISTED HEREIN.

3.7.3 WHERE LAP LENGTHS ARE NOT SHOWN ON THE DESIGN DRAWINGS, THEY SHALL CONFORM TO THE "REINFORCEMENT LAP LENGTHS" SCHEDULE SHOWN ON THIS DWG.

4.0 GROUTING

4.1 UNLESS OTHERWISE NOTED, GROUT SHALL BE MASTERFLOW 928 BY MASTER BUILDERS, FIVE STAR, CORMIX SUPREME, OR APPROVED EQUAL. GROUT SHALL MEET MOST CURRENT VERSION OF ASTM C1107 AT FLOWABLE, PLASTIC, AND STIFF CONSISTENCY. GROUT SHALL NOT BE TYPE A GROUT (GAS GENERATED EXPANSION). SURFACE PREPARATION, MIXING, PLACING AND CURING SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDATIONS. THE GROUT SHALL HAVE MINIMUM COMPRESSIVE STRENGTHS OF 5000 PSI AT 7 DAYS WHEN TESTED IN ACCORDANCE WITH ASTM C109.

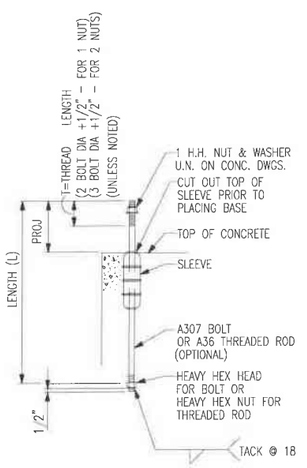
4.2 WHERE EPOXY GROUT IS SPECIFIED IT SHALL BE CEILCOTE 648 CP PLUS BY MASTER BUILDERS, FIVE STAR EPOXY GROUT, OR APPROVED EQUAL. COEFFICIENT OF THERMAL EXPANSION AT 73-210 DEGREES F PER ASTM C531 SHALL NOT EXCEED 23x10(-6) IN/IN. SHRINKAGE, UNRESTRAINED - LINEAR (ASTM C531-85) SHALL NOT EXCEED .00065 IN/IN. CREEP (ASTM C1181-91 400 PSI 140 DEGREES F) SHALL NOT EXCEED 4.5x10(-3) IN/IN. EPOXY GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 14,000 PSI AT 7 DAYS WHEN TESTED IN ACCORDANCE WITH ASTM C579. SURFACE PREPARATION, MIXING, PLACEMENT, AND CURING SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDATIONS. A MANUFACTURER'S REPRESENTATIVE SHALL BE PRESENT PRIOR TO AND DURING THE FIRST DAY OF GROUTING AND SHALL INSPECT AND APPROVE GROUTING PROCEDURE.

4.3 LEVELING SCREWS SHALL BE REMOVED AFTER GROUT HAS SET. RESULTING VOIDS SHALL BE FILLED WITH GROUT. LEVELING SHIMS AND WEDGES SHOULD BE LEFT IN PLACE AFTER GROUTING.

4.4 UNLESS OTHERWISE NOTED, REBAR, DOWELS OR THREADED RODS THAT ARE ANCHORED INTO EXISTING CONCRETE SHALL BE ANCHORED WITH EPCON CERAMIC 6 EPOXY AS MANUFACTURED BY ITW RAMSET/RED HEAD. PREPARATION OF THE HOLE, INSTALLATION OF THE EPOXY, AND CURING SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE RESIN AND THE HARDENER COMPONENTS SHALL BE THOROUGHLY BLENDED BY THE STATIC MIXER ELEMENTS CONTAINED IN THE EPCON SYSTEM NOZZLE.

5.0 EMBEDDED ITEMS

5.1 ALL STEEL EMBEDDED ITEMS SHALL BE ASTM A36 HOT DIPPED GALVANIZED PER ASTM A123. WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1.



SLEEVES SHALL BE SINCO/WILSON ANCHOR BOLT SLEEVES OR EQUAL

SLEEVE SCHEDULE	
BOLT SIZE	SLEEVE SIZE
1/2"	2"x5"
5/8", 3/4", 7/8"	2"x7"
1", 1 1/4"	3"x10"
1 1/2", 1 3/4"	4"x15"
2", 2 1/4"	4"x18"
2 1/2", 3"	6"x24"

ANCHOR BOLT DETAIL

REINFORCEMENT LAP LENGTHS		
BAR SIZE	TOP BARS (SEE NOTE 2)	OTHER THAN TOP BARS
#3	1'-5"	1'-4"
#4	1'-11"	1'-6"
#5	2'-4"	1'-10"
#6	2'-10"	2'-2"
#7	4'-1"	3'-2"
#8	4'-8"	3'-7"
#9	5'-9"	4'-1"
#10	7'-1"	4'-7"
#11	8'-6"	5'-1"

1. THESE SPLICE LENGTHS MEET THE REQUIREMENTS OF ACI 318-11 FOR CLASS B SPLICES.
2. TOP BARS ARE DEFINED AS HORIZONTAL REINFORCEMENT SO PLACED THAT MORE THAN 12 INCHES OF NEW CONCRETE IS CAST BELOW THE SPLICE.

CAD FILE: TCO-D-139FO-0749.00

REV	DR.	DATE	PROJECT NUMBER AND DESCRIPTION	APP'D
0	DJD	12/18	AN9026 ISSUED AS BUILT	

UNRESTRICTED INTERNAL USE ONLY

INEOS | Acetyls

PROJECT NO. AN9026
PLANT TEXAS CITY
AREA NAME PLANT

CIVIL/ CONCRETE GENERAL NOTES AND ANCHOR BOLT DETAIL

	BY	DATE	APPD	DATE	ECCN: EAR99
DRAWN	DJD	7/18			
DESIGN CHK.					
DETAILS CHK.					

SCALE: NONE | DWG. NO. D- 139FO-0749 00 | REV. 0

NO.	REVISION	BY	DATE

DRAWN BY: L. BUTLER
DESIGNED BY: L. BUTLER
CHECKED BY: MICHAEL SHANNON, PE
APPROVED BY: MICHAEL SHANNON, PE
SCALE: N.T.S
DATE: DECEMBER 2025

GALVESTON COUNTY
ENGINEERING DEPARTMENT

TEXAS CITY HURRICANE LEVEE IMPROVEMENTS
UTILITY RELOCATION FOR I-WALL REPAIR PROJECT

CONCRETE GENERAL NOTES AND ANCHOR BOLT DETAIL

SHEET NO.
15 OF 15

County of Galveston
Purchasing Department
Vendor Qualification Packet - ATTACHMENT A

(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; i fit 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://federalcontractorregistry.com/?gclid=CIGIhf2rr8wCFYkCaQoducANZw or at
http://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 – Temporarily suspended until further notice

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 (0, 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.

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.galvestoncountytx.gov

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflictfroms.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:	Russell Marine, LLC
Attention Line:	Brandon Bicknell

2.

Physical Address:	16740 East Freeway		
City:	Channelview	**State:** TX	**Zip+4:** 77530

3.

Billing / Remit Address:	16740 East Freeway		
City:	Channelview	**State:** TX	**Zip+4** 77530

4.

Main Contact Person:	Ryan Baker
Main Phone Number:	936- 520-2738
Fax Number:	281- 860-0118
E-mail Address:	ryan.baker@russellmarinellc.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. October 2018)
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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Russell Marine LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.
16740 I-10 East Freeway

Requester's name and address (optional)

6 City, state, and ZIP code
Channelview, TX 77530

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
27 - 1690354

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** ▶ Cindy Haggard | **Date** ▶ 1/2/26

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.*

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, *later.*

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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*, later, 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.
- **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. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 on 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 territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, 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. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 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/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. 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.**

N/A

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

02/24/2026

Date

Adopted *06/29/2007*

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBLITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: **ITB 26-084**

Solicitation Title: **Texas City Hurricane Levee Improvements**

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.

Russell Marine, LLC
Name of Business

2/24/2026
Date

By:
Signature

Brandon Bicknell, President
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

Procurement Number and Description:
ITB 26-084 Texas City Hurricane Levee Improvements

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: Russell Marine, LLC

Address: 16740 East Freeway

City: Channelview State: Texas Zip Code: 77530

Signature of Authorized Signatory for Proposer: Date Signed: February 24, 2026

Title of Authorized Signatory of Proposer: President

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Brandon Bicknell (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the President (Individual, Partner, Corporate Officer) of Russell Marine, LLC (Name of Qualifier), that submitted the attached Qualification in **ITB 26-084 Texas City Hurricane Levee Improvements**
- 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.

Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this 24th day of February, 2026.

Kay McGarrity Desmond
My Commission Expires
12/17/2029
Notary ID 135543733

Kay McGarrity Desmond
Notary Public

My Commission Expires: 12/17/2029

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: February 24, 2026

Business Name of Contractor: Russell Marine, LLC

Company Address: 16740 East Freeway | Channelview, TX 77530

County of Contractor: Harris

Individual: Brandon Bicknell

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 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: February 25, 2026

Business Name of Contractor: Russell Marine, LLC

Company Address: 16740 East Freeway | Channelview, TX 77530

County of Contractor: Harris

Name of Individual: Brandon Bicknell

Signature of Individual:

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: ITB 26-084

Solicitation Title: Texas City Hurricane Levee Improvements

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: Ryan Baker

   Address: 16740 East Freeway

   Channelview, TX 77530

   Telephone Number: 936-520-2738 Facsimile number: 281-860-0118

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 26-084

Solicitation Title: Texas City Hurricane Levee Improvements

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: LBC Houston, LP

Name of Person: Patrick McKinney, PE

Title of Individual within Organization, if applicable: US Regional Engineering Manager

Business address: 11666 Port Road

Seabrook, TX 77586

Telephone Number: 281-474-4433 Facsimile number: 281-291-3428

Years Known 13 years

2. Business Name of Organization: Port of Corpus Christi

Name of Person: Jacob Morales, PE

Title of Individual within Organization, if applicable: Chief of Design and Construction

Business address: 400 Harbor Drive

Corpus Christi, TX 78401

Telephone Number: 361-882-5633 Facsimile number: 361-882-7110

Years Known 11 years

3. Business Name of Organization: Enbridge, Inc.

Name of Person: Jeremy Cannon

Title of Individual within Organization, if applicable: Specialist, Construction

Business address: 585 N Dairy Ashford Rd 2nd Floor

Houston, TX 77079

Telephone Number: 281-827-3634 Facsimile number: No fax number

Years Known 10

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.33.

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

26-CV-00032; Betty J. Parrimore v Galveston County et al in the United States District Court, for the Southern District of Texas, Galveston Division

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/19/26 3:59 pm
2	Dianna Martinez	Approve	3/19/26 4:27 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.34.

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

26-CV-00021; Dean Pushard vs. Galveston County et al in the United States District Court, for the Southern District of Texas, Galveston Division

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	3/19/26 4:01 pm
2	Dianna Martinez	Approve	3/19/26 4:56 pm

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

Mental Health Court Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 4:13 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
d.36.

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

Consideration of approval of appointment and hiring of the Mental Health Court Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/23/26 4:15 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
37.

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

Voya Retirement Plan Q4 2025 report presented by Wealthspire Retirement Advisory submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	3/20/26 9:33 am