GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
AGENDA

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

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

Monday, December 8, 2025 **9:30 AM** **Galveston County Courthouse**

REGULAR MEETING

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

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

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 12/8/2025

***2.** Order for payroll ending 12/3/2025 bi-weekly #25

***3.** Order for supplemental payroll period ending 12/3/2025 bi-weekly #25

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

***5.** Receive and file Summary of Biweekly Personnel Movements pay period #24, November 06 - November 19, 2025, submitted by Human Resources

***6.** Receive and file 2025 Galveston County Museum & Galveston County Historical Commission Annual Report and Press Release of Certification of Museum by the Texas Historical Commission submitted by Commissioner, Precinct 2

***7.** Consideration of approving the 2027 Galveston County Holiday Schedule submitted by the County Judge

***8.** Consideration of approval of delegate and alternate appointments to the H-GAC 2026 General Assembly and Board of Directors submitted by the County Judge

***9.** Consideration to approve resolution and ballot for selection of Galveston Central Appraisal District Board of Directors for 2026 submitted by the County Judge

***10.** Consideration of approval of reappointment to the Mediation Services Board submitted by the County Judge

***11.** Consideration of authorizing a discretionary exemption for Mosquito Control for professional services to acquire a licensed airplane pilot and licensed aviation mechanic under Local Government Code Section 262.024 (a)(4) submitted by Legal Services Manager

***12.** Consideration of accepting a donation of 20 Live Oak trees to be planted at Walter Hall and Bayshore Park, from Clear Falls High School Tree Club, submitted by Parks and Cultural Services Department

***13.** Consideration for the County Judge to sign inspection request form EAB241N for Texas Department of Licensing & Regulation for Galveston County Mental Health Extended Observation Unit at 1207 S Oak Street, La Marque, TX, 77568 submitted by Facilities

***14.** Consideration of approval of resultant agreement RFP 25-060 Cyber Security and Incident Planning with Securance LLC submitted by Information Technology

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

***16.** Consideration for approval for Commissioners' Court to modify the prima facie speed limit at Cowen Road to 30 mph submitted by Road and Bridge

***17.** Consideration of approval of a Memorandum of Understanding with the Texas Department of Public Safety for Certification of Weight Enforcement Authority submitted by Sheriff's Office

***18.** Consideration of acknowledging receipt of a sand pit permit application from Brad Ballard at 687 Hwy 87, Crystal Beach, Texas 77650 Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

***19.** Consideration of authorizing the County Engineer to issue a sand pit permit to Sidney Bouse at 3925 Hwy 87 Port Bolivar, Texas 77650 submitted by the County Engineer

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

***21.** Consideration of authorizing the County Judge to execute Change Order no. 3 to Lucas Construction Co, Inc. contract for the City of Dickinson Highway 3 Boat Ramp & Parking Lot Reconstruction project submitted by the County Engineer

***22.** Consideration of approval of application from Gary Key and Kimberlee Key, managing members of Southern Finds, LLC, for a partial replat of GKK Estates subdivision submitted by Platting & Right-of-Way

***23.** Consideration of an Interlocal Agreement by and between the University of Texas Medical Branch at Galveston (UTMB) and the County of Galveston relating to the Galveston County Medical Examiner's Office submitted by Legal Services Manager

***24.** Consideration of renewal of fire protection services contract between Galveston County and Port Bolivar Volunteer Fire Department, submitted by Legal Services Manager

***25.** Consideration of renewal of fire protection services contract between Galveston County and Kemah Volunteer Fire Department, submitted by Legal Services Manager

***26.** Consideration of renewal of fire protection services contract between Galveston County and Hitchcock Volunteer Fire Department, submitted by Legal Services Manager

***27.** Consideration of renewal of fire protection services contract between Galveston County and Bayou Vista Volunteer Fire Department, submitted by Legal Services Manager

***28.** Consideration of approval to execute the Guardianship program contract for RFP 25-057 with Friends For Life submitted by Professional Services

***29.** Consideration of approval of a renewal contract between Galveston County, the Galveston County Children's Services Board and UTMB for physician assistant contract requested by Professional Services

***30.** Consideration of authorization for County Judge to approve amendment #1 to agreement with Aran-Franklin Engineering, Inc. for HMGP elevation design, submitted by Professional Services

***31.** Consideration of approval to ratify the FY26 Bullet-Resistant Components for Law Enforcement Vehicles grant program application and execute supporting resolution submitted by Professional Services

***32.** Consideration of approval to ratify the FY27 Texas Veterans Commission Fund for Veterans Assistance grant program application, submitted by Professional Services

***33.** Consideration of acceptance of FY 2026 General Victim Assistance Grant Program - Victims Assistance Coordinator and Outreach Project grant award from the Office of the Governor's Public Safety Office - Criminal Justice Division, submitted by Professional Services

***34.** Consideration of authorization for County Judge to sign FY 2026 Senior Meal Grant award from the Houston-Galveston Area Council, submitted by Professional Services

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

***35.** 26-40-1208-A
Mosquito Control Department- Request transfer within Mosquito Control from Budgeted Reserves to Various Spend Categories to fund personnel adjustments

***36.** 26-41-1208-B
Professional Services- Consideration of approval to utilize grant-match discretionary funds for the Bayshore Park Boat Ramp

***37.** 26-42-1208-C
Professional Services- Request transfer within Various Departments to appropriately update spend category allocations based on goods or services

***38.** 26-43-1208-D
Professional Services- Request transfer from General Fund - Budgeted Reserves to Grant-Match Discretionary to partially fund the Aging Senior Meal program

Action Agenda

Purchasing

39. Consideration to award ITB 25-065, Asphalt Oils & Emulsions

40. Consideration for the County Judge to execute the resultant contract for ITB# 25-065 Asphalt, Oils and Emulsion

Adjourn

Workshop Agenda

41. One America Q2 & Q3 plans update presented by NFP 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.

***

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 12/8/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/21/25 4:11 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 12/3/2025 bi-weekly #25

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/21/25 5:08 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 12/3/2025 bi-weekly #25

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/21/25 5:08 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/21/25 2:49 pm

Settlement Run Information

Settlement Run	SR-0000266
Name	Odyssey
Number	SR-0000266
Status	Complete
Date	11/14/2025
Include Payments On Behalf Of	No
Exclude Negative Payments	Yes
Express Settlement	No

Additional Information

Organization	The County of Galveston
Currency	USD
Filters Used	

Payment Information

Display Currency	USD
Outbound Total	18,512.00
Inbound Total	0.00
Ad Hoc Payment Count	19

Payment Groups

Payment Groups

View	Category	Bank Account	Payment Type	Date	Payments	Amount	Currency	Business Process	Status
Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911	Ad Hoc Payment	Prosperity-Court Collections Odyssey 9911	Check	11/14/2025	18	18,427.00	USD	Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 11/14/2025	Successfully Completed
Ad Hoc Payment(Check) for Prosperity-County Clerk Odyssey 3481	Ad Hoc Payment	Prosperity-County Clerk Odyssey 3481	Check	11/14/2025	1	85.00	USD	Print Checks: Prosperity-County Clerk Odyssey 3481 for Ad Hoc Payment (Check) on 11/14/2025	Successfully Completed

Ad Hoc Payments

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: Michael Evenson - 11/07/2025	The County of Galveston	Michael Evenson	11/07/2025	Check	21982	85.00	USD

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: DPS Crime Lab - 11/07/2025	The County of Galveston	DPS Crime Lab	11/07/2025	Check	313548	27.00	USD
Ad Hoc Payment: GALVESTON LIFEGUARDING ASSOCIATION - 11/12/2025	The County of Galveston	GALVESTON LIFEGUARDING ASSOCIATION	11/12/2025	Check	313550	600.00	USD
Ad Hoc Payment: Bruce Howard Nelson - 11/12/2025	The County of Galveston	Bruce Howard Nelson	11/12/2025	Check	313547	200.00	USD
Ad Hoc Payment: JEFFREY SMITH - 11/12/2025	The County of Galveston	JEFFREY SMITH	11/12/2025	Check	313552	560.00	USD
Ad Hoc Payment: PAUL BROWN - 11/12/2025	The County of Galveston	PAUL BROWN	11/12/2025	Check	313556	70.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 11/12/2025	The County of Galveston	Texas Department of Public Safety	11/12/2025	Check	313562	20.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 11/12/2025	The County of Galveston	Texas Department of Public Safety	11/12/2025	Check	313561	0.31	USD
Ad Hoc Payment: HERBERT BANUELOS - 11/12/2025	The County of Galveston	HERBERT BANUELOS	11/12/2025	Check	313551	149.69	USD
Ad Hoc Payment: ARLEN WOODY - 11/12/2025	The County of Galveston	ARLEN WOODY	11/12/2025	Check	313545	15,000.00	USD
Ad Hoc Payment: BOB'S GROCERY - 11/12/2025	The County of Galveston	BOB'S GROCERY	11/12/2025	Check	313546	50.00	USD
Ad Hoc Payment: KALEB APFFEL - 11/12/2025	The County of Galveston	KALEB APFFEL	11/12/2025	Check	313553	400.00	USD
Ad Hoc Payment: Shirley Guidry - 11/12/2025	The County of Galveston	Shirley Guidry	11/12/2025	Check	313558	75.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 11/12/2025	The County of Galveston	Texas Department of Public Safety	11/12/2025	Check	313560	100.00	USD
Ad Hoc Payment: ELVIS SIQUENZA - 11/12/2025	The County of Galveston	ELVIS SIQUENZA	11/12/2025	Check	313549	100.00	USD
Ad Hoc Payment: Stacy Martin - 11/12/2025	The County of Galveston	Stacy Martin	11/12/2025	Check	313559	250.00	USD
Ad Hoc Payment: MICHELLE SOLLENBERGER - 11/12/2025	The County of Galveston	MICHELLE SOLLENBERGER	11/12/2025	Check	313555	325.00	USD
Ad Hoc Payment: LUNDIE DANIEL - 11/12/2025	The County of Galveston	LUNDIE DANIEL	11/12/2025	Check	313554	100.00	USD
Ad Hoc Payment: SANDRA & GABRIEL PITA - 11/12/2025	The County of Galveston	SANDRA & GABRIEL PITA	11/12/2025	Check	313557	400.00	USD

Remittance

Remittance

Process	Date	Remittance Events	Remittance Details
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 11/14/2025	11/14/2025	0	
Print Checks: Prosperity-County Clerk Odyssey 3481 for Ad Hoc Payment (Check) on 11/14/2025	11/14/2025	0	

Process History

Settlement Run Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Settlement Run Event	Settlement Run Event	Step Completed	11/14/2025 11:30:08 AM	11/15/2025	Annaya Nigrelle	1	
Settlement Run Event	Approval by Payroll Accountant	Not Required		11/15/2025		0	
Settlement Run Event	Approval by Settlement Specialist	Approved	11/14/2025 11:36:05 AM	11/16/2025	Mien Tran (Settlement Specialist)	1	

Related Business Processes History

Business Process	Status
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 11/14/2025	Successfully Completed
Print Checks: Prosperity-County Clerk Odyssey 3481 for Ad Hoc Payment (Check) on 11/14/2025	Successfully Completed

Background Processes

Created Date and Time	Started Date and Time	Process Type	Process	Request	Status	Parent Status	Total Processing Time	Submitted by	Errors & Warnings
11/14/2025 11:36 AM	11/14/2025 11:36 AM	Job	Settlement Run Complete	Settlement Run Complete for SR-0000266	Completed		00:00:05	Mien Tran	

GALVESTON COUNTY, TEXAS
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Receive and file Summary of Biweekly Personnel Movements pay period #24, November 06 - November 19, 2025, submitted by Human Resources.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/21/25 3:14 pm

Biweekly Movement for New Hires PP#24 - 11/06/2025 - 11/19/2025

Division	Employee	Hire Date	Job Profile	Salary
County Clerk	Delia Alexander	11/6/2025	Deputy County Clerk I	$32,592.00
Sheriff's Office	Felicia Gonzalez	11/6/2025	Deputy Sheriff III	$70,550.00
Sheriff's Office	Jaden Taylor	11/6/2025	Corrections Officer I	$53,316.00
Information Technology	Jimmy De Los Santos	11/6/2025	Audio Visual Specialist	$55,744.00
Sheriff's Office	John Guedry	11/6/2025	Corrections Officer I	$53,316.00
Fleet	Kenner Tramell	11/6/2025	Mechanic I	$41,596.00
Road & Bridge	Kwenten Griffin	11/6/2025	Heavy Equipment Operator III	$45,861.00
Environmental Services	Maria Sorto	11/6/2025	Custodian Lead	$34,222.00
Sheriff's Office	Morgan Gulley	11/6/2025	Corrections Officer I	$53,316.00
Sheriff's Office	Steve Fuentes	11/6/2025	Deputy Sheriff V	$75,854.00
Road & Bridge	Tommy Hernandez	11/6/2025	Heavy Equipment Operator I	$37,729.00
Fleet	Zachery Marsh	11/6/2025	Mechanic II	$45,861.00

Biweekly Movement for Personnel Movement PP#24 - 11/06/2025 - 11/19/2025

Division	Employee	Transfer Date	Job Profile	Salary	Reason
Sheriff's Office	Alyssa Sosa	11/6/2025	Communications Officer I	$53,316.00	Transfer
Sheriff's Office	Audreya Tidwell	11/6/2025	Corrections Officer II	$58,706.00	Promotion
Juvenile Justice	Jiawana Fennell	11/6/2025	Juvenile Supervision Officer	$53,849.00	Reassignment
Juvenile Justice	Kelsey Janice	11/6/2025	Juvenile Supervision Officer	$51,570.00	Promotion
Road & Bridge	Michael Pruden	11/6/2025	Heavy Equipment Operator IV	$50,561.00	Promotion
Sheriff's Office	Pablo Cintron	11/6/2025	Corrections Officer II	$58,706.00	Promotion
Parks	Reynaldo Villarreal	11/6/2025	Parks Maintenance Worker	$31,547.50	Reassignment
Sheriff's Office	Shala Warfield	11/6/2025	Deputy Sheriff V	$75,854.00	Reassignment

Biweekly Movement for Terminations PP#24 - 11/06/2025 - 11/19/2025

Division	Employee	Termination Date	Job Profile	Salary
Juvenile Justice	Alaysha Payne	11/7/2025	Juvenile Probation Officer	$58,754.00
Road & Bridge	Andrew Crowder	11/14/2025	Heavy Equipment Operator II	$41,596.00
District Clerk	Ashley Orrell	11/6/2025	Deputy District Clerk	$34,222.00
Emergency Management	Bradly Burness	11/19/2025	Emergency Management Coordinator	$114,353.00
Emergency Management	Brian Fackler	11/10/2025	Emergency Management Specialist II	$71,351.00
Juvenile Justice	Fletcher Robeison	11/10/2025	Juvenile Supervision Officer	$57,810.80
Sheriff's Office	Ian Swanzy	11/12/2025	Corrections Officer I	$53,316.00
Sheriff's Office	Jerad Williams	11/13/2025	Corrections Officer I	$53,316.00
Sheriff's Office	Joshua Love	11/14/2025	Deputy Sheriff V	$75,854.00
Tax Office	Keyara Lenford	11/17/2025	Customer Service Representative I	$34,222.00
Sheriff's Office	Michael Mauriello	11/19/2025	Corrections Officer V	$69,487.00
Information Technology	Tyler Wojkiewicz	11/19/2025	IT Infrastructure Specialist	$55,744.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

722 Moody
County Courthouse
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(409) 766-2244

Receive and file 2025 Galveston County Museum & Galveston County Historical Commission Annual Report and Press Release of Certification of Museum by the Texas Historical Commission submitted by Commissioner, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/24/25 12:49 pm

GCM GALVESTON COUNTY MUSEUM

2025

Annual Activities of

Galveston County Museum

&

Galveston County Historical Commission



Galveston County Historical Commission hosts US Army Reserve at Historic Fort

A Member of:

GALVESTON Regional CHAMBER OF COMMERCE

TAMU

TEXAS INDEPENDENCE TRAIL

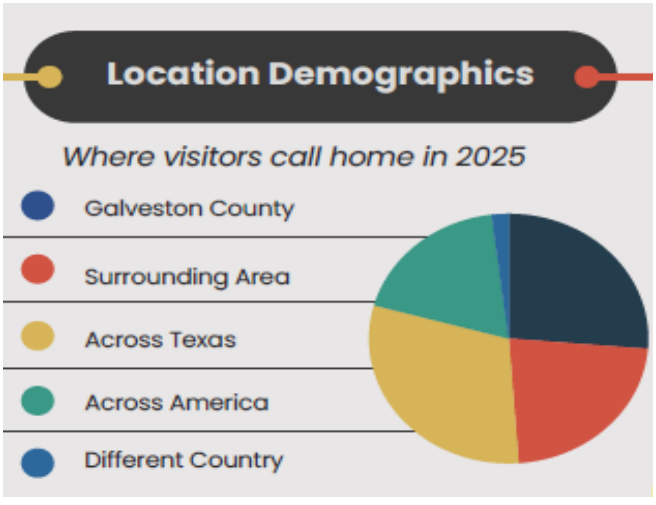
We are a BLUE STAR MUSEUM

Galveston County Museum is a joint project of the Galveston County Commissioner's Court and Galveston County History, Inc.

Visitor Report

About 12,300 people experienced a museum visit or outreach program

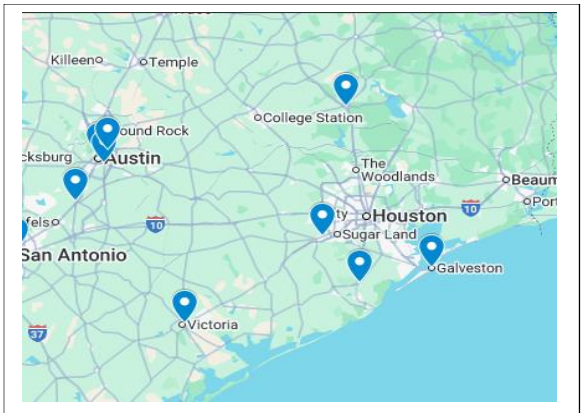




State Designation

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

Galveston County Museum has become the only certified Texas Historical Commission Certified Facility in Galveston County. The process required a review of our policies and a site inspection. The museum will now be the repository for some of the state's archeological collections.



Award-Winning Podcast



Unboxing History was recognized by the Texas Association of Museums

Events & Tours

Tour groups included:

- Military families from the Blue Star Museum program
- Church groups
- Private schools & Homeschool groups
- Bryan Museum Old 300 Tour
- Leadership Galveston group
- Harris County senior groups
- 1900 Storm Walking Tours
- Galveston ISD fieldtrips
- Santa Fe ISD fieldtrips
- Texas A&M Galveston groups
- Libbie's Place and other local seniors



Special Events:

- USS Galveston Shipmates Dedication
- Galveston Museum Weekend participant
- Local Author Book Sale & Signing
- Galveston ArtWeek Participant
- Election Day Opening
- 1900 Storm Talk & Tours



Dedication by the USS Galveston Shipmates Association



Satori students playing the Padlock Mystery Game



Research Requests and Partnerships:

- KPRC story about lifeguards
- Interurban exhibit at the Railroad Museum
- 1900 Storm Exhibit at the Visitor's Center
- Port of Galveston Anniversary (museum photos featured)
- University of Houston Clear Lake (intern host site and marketing client)
- Visit Galveston/Galveston College program planning
- Ellis Island film (museum photos featured)
- Galveston County History Round-Up Event
- Annual Niigata, Japan, Sister City Exhibit
- Numerous additional research requests on various county history topics

Exhibit Hall Updates Include:

- Mardi Gras Gallery
- USS Galveston Model
- Temporary art exhibits
- Added audio to exhibits
- Artifacts loaned by Daughters of the Confederacy
- Updated community history panels
- Humidity, light, and pest monitoring upgrades



Over 40 photos and documents were scanned for the public at the History Round-Up, a new county-wide collaboration.

Volunteers have given about 3,500 hours to catalog artifacts, scan historical photos & documents, and greet museum visitors.



Grants & Fundraising

- Received funds from Mary Moody Northen Endowment for exhibit hall improvements including video, audio, as well as funding to cover mainland school fieldtrips to the museum
- Received Galveston HOT funds for marketing our 50th Anniversary in 2026
- Received scholarship to attend Texas Historical Commission's Real Places Conference
- Applied to Mitchell Corporation for funding
- Padlock Mystery Game is an ongoing fundraiser



GISD 5th Grade Tour

Community Outreach & Education

Our Outreach Activities Included:

- Judge National History Day Fair at GISD
- Pottery kits from Texas Historical Commission
- UTMB OLLI guest lecture
- East End Historical District presentation
- Visit Galveston History Docent program
- Visit Galveston Tourism Summit
- Sister Cities exhibit
- *Unboxing History* Podcast
- *Discover* museum program





GISD 5th Graders in the Museum



Scan code to play a game during your museum visit:

Escanea el código para jugar un juego durante su visita al museo:



Annual Sister City Exhibit



Tourism Summit



We gave away Texas Historical Commission pottery kits for kids during October

Galveston County Historical Commission Projects



Members of the Galveston County Historical Commission meet about 5 times a year to coordinate historical preservation activities and report on progress around the county.



The historical commission published *Galveston County, Texas: A Narrative & Pictorial History* in late 2024. Over 450 copies have gone to legislators, libraries, schools, and individuals.



Members continue to maintain historic military sites Camp Wallace and Ft. Travis

State Historical Markers







2 markers were dedicated this year: Fairview Cemetery in League City & African American Lifeguards in Galveston

RP25 REAL PLACES
2025 CONFERENCE | PRESERVING HISTORIC TEXAS

2 members attended the Texas Historical Commission's Real Places Conference, which includes educational sessions on historic preservation, county historical commission management, and more.

PRESS RELEASE

NEWS FOR RELEASE:
At Will

FOR MORE INFORMATION, CONTACT:
Jodi Wright-Gidley
Director of Galveston County Museum
(409) 766-2340
Jodi.WrightGidley@galvestoncountytx.gov

Galveston County Museum Designated as Official Repository for State Artifacts

GALVESTON, Texas. — The Galveston County Museum has been approved by the Texas Historical Commission's Curatorial Facility Certification Program, allowing it to house state archeological collections. This certification was granted after a rigorous review of the museum's collections care policies and an on-site inspection of its facilities.

The certification process included a review of museum collections care policies and emergency plan. An official from the Texas Historical Commission's Curatorial Facility Certification visited the museum to review policy and inspect the artifact storage area.

This certification will allow the Galveston County Museum to manage state-owned held-in-trust collections. When the state conducts archeological investigations on non-federal public lands, it yields artifacts such as stone tools, pottery, and related documentation. Because the Texas Historical Commission cannot possibly house all this material, they rely on certified facilities through the state to be repositories for these collections. Museums managing these collections allow researchers access and may exhibit the artifacts.

"Galveston County Museum is the first certified facility approved in Galveston County, "said Brad Jones, Division Director and State Archeologist. "We prefer to house archeological material at certified facilities close to the site of origin. This new facility will allow us to keep

archeological material from the upper gulf coast in the region."

"As our museum prepares to celebrate 50 years in 2026, we made a goal to become a certified facility, "said Jodi Wright-Gidley, Director of the Galveston County Museum. "We are proud to be entrusted with preserving the archeological heritage of Texas."

The Galveston County Museum is located inside the county courthouse at 722 Moody in Galveston. Their exhibit hall is open to the public for free on Mondays, Wednesdays and Fridays, 10:00am to 4:00pm. Private tours can be scheduled additional times during the week. More information at www.galvestoncountyhistory.org.

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

722 Moody
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Galveston, TX 77550
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Consideration of approving the 2027 Galveston County Holiday Schedule submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/1/25 4:10 pm

2027 COUNTY HOLIDAY SCHEDULE

Holiday	**Date**	**Day of the Week**
New Year's Day	Jan. 1	Friday
Martin Luther King Day	Jan. 18	Monday
Good Friday	March 26	Friday
Memorial Day	May 31	Monday
Juneteenth	June 18	Friday (observed)
Independence Day	July 5	Monday (observed)
Labor Day	Sept. 6	Monday
Veterans Day	Nov. 11	Thursday
Thanksgiving	Nov. 25	Thursday
Day after Thanksgiving	Nov. 26	Friday
Christmas Eve	Dec. 24	Friday

Proposed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Consideration of approval of delegate and alternate appointments to the H-GAC 2026 General Assembly and Board of Directors submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/20/25 4:57 pm

DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2026 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS
****

BE IT RESOLVED, by the Commissioners' Court of Galveston County, Texas, that the following be and are hereby designated as the REPRESENTATIVES and ALTERNATES of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2026 and that the REPRESENTATIVES to the GENERAL ASSEMBLY be designated as the DELEGATE and ALTERNATE to the Houston-Galveston Area Council BOARD OF DIRECTORS for the year 2026.

1. **REPRESENTATIVE, GENERAL ASSEMBLY**
   and **DELEGATE, BOARD OF DIRECTORS** _Hank Dugie, Precinct 3

2. **REPRESENTATIVE, GENERAL ASSEMBLY**
   and **ALTERNATE, BOARD OF DIRECTORS** Joe Giusti, Precinct 2

1. **ALTERNATE, GENERAL ASSEMBLY** _____

2. **ALTERNATE, GENERAL ASSEMBLY** _____

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named DELEGATES and ALTERNATES.

PASSED AND ADOPTED, this ____ day of _____, 2025.

APPROVED:

_____

Commissioners' Court of Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

Consideration to approve resolution and ballot for selection of Galveston Central Appraisal District Board of Directors for 2026 submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/20/25 4:43 pm

GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591
Phone: (409) 935 - 1980
Fax: (409) 935 - 4319
Chief Appraiser, Krystal L. McKinney RPA, CCA

October 15, 2025

The Honorable Mark Henry
County Judge
County of Galveston
722 Moody, 2nd Floor
Galveston, TX 77550

Dear The Honorable Henry,

Enclosed is the ballot for the selection of two (2) appointed Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- The votes must be cast by written resolution.
- A copy of the resolution must accompany the completed ballot.
- Return the completed ballot and resolution **by *December 14th, 2025***.

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

Krystal L. McKinney
Chief Appraiser

KLM:ldff
*Ballot & Resolutions enclosed in Presiding Officers or Superintendent letters

GGA

GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591
Phone: (409) 935 - 1980
Fax: (409) 935 - 4319
Chief Appraiser, Krystal L. McKinney RPA, CCA

2026

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast:	Voting Unit:
953	Galveston County/RFL

CANDIDATES	VOTES
Collins, Robin	
Doyle, Matt	
Farmer, Thomas	
Ross James	

- RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- DEADLINE: *by December 14th, 2025*

KLM : LDFF

A RESOLUTION OF

Galveston County

VOTING IN THE APPOINTMENT OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2026

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of nine total members including five appointed members who serve staggered terms, beginning January 1, in addition there are three elected members, and the Tax-Assessor Collector who serves as a voting ex-officio member.

WHEREAS, The Galveston County is a voting unit entitled to vote for up to 2 candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the Galveston County to the Galveston Central Appraisal District.

PASSED AND APPROVED by Galveston County,
This _____ day of _____, 2025.

_____
Presiding Officer

ATTEST:

_____
Signature and Title

2026 BOD Election Voting Allocation Sheet

ENTITIES	2024 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	$119,815,089.55	13.312%	133.12141	665.6071	666
Dickinson ISD	$77,688,658.39	8.632%	86.316539	431.5827	431
Friendswood ISD	$45,712,938.99	5.079%	50.789687	253.9484	254
High Island ISD	$4,560,784.59	0.507%	5.0672923	25.33646	25
Hitchcock ISD	$15,227,487.71	1.692%	16.918609	84.59304	84
Clear Creek ISD	$104,431,107.00	11.603%	116.02893	580.1446	580
Santa Fe ISD	$25,290,777.00	2.810%	28.099498	140.4975	140
Texas City ISD	$75,256,958.99	8.361%	83.614782	418.0739	418
City of Galveston	$50,910,286.06	5.656%	56.564237	282.8212	283
City of Texas City	$39,000,515.27	4.333%	43.331801	216.659	217
City of La Marque	$7,534,661.37	0.837%	8.3714393	41.8572	42
City of Hitchcock	$4,497,998.26	0.500%	4.9975331	24.98767	25
City of Jamaica Beach	$1,030,333.32	0.114%	1.1447592	5.723796	6
City of Dickinson	$6,789,923.69	0.754%	7.5439932	37.71997	38
City of Friendswood	$23,199,867.48	2.578%	25.776378	128.8819	129
City of Kemah	$1,307,917.46	0.145%	1.453171	7.265855	7
City of League City	$49,338,068.61	5.482%	54.817413	274.0871	274
City of Santa Fe	$3,534,227.10	0.393%	3.9267283	19.63364	20
Village of Tiki Island	$2,858,731.30	0.318%	3.1762138	15.88107	16
City of Bayou Vista	$1,325,626.65	0.147%	1.472847	7.364235	7
Galveston County Road and Flood	$21,061.00	0.002%	0.0234	0.117	1
GALVESTON COUNTY	$171,327,049.28	19.035%	190.35414	951.7707	952
Galveston College	$18,995,427.53	2.111%	21.105005	105.525	105
College of the Mainland	$50,388,222.77	5.598%	55.984195	279.921	280
Total Levy Amount Voting Entities:	$900,043,719.37	100.00%	1000	x5	5000
Formula: 2024 Voting Districts Levy/ Grand Total All Voting Levy		%	X1000	x5	equals # of Votes

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

Consideration of approval of reappointment to the Mediation Services Board submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	12/1/25 4:15 pm

Mediation Services Board

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

1. Brad Boney **-** (Business Representative) for a term ending 12/31/2027

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Consideration of authorizing a discretionary exemption for Mosquito Control for professional services to acquire a licensed airplane pilot and licensed aviation mechanic under Local Government Code Section 262.024 (a)(4) submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	12/1/25 10:50 am
Notes:	Approve for VV - DGM		
2	Dianna Martinez	Approve	12/1/25 10:50 am

COUNTY of GALVESTON
COUNTY COURTHOUSE

722 MOODY AVENUE 2nd FLOOR GALVESTON, TEXAS 77550
Phone: 409-770-5562 **FAX: 409-770-5560**

December 8, 2025

Honorable Mark Henry,
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Order Granting Discretionary Exemption Under Local Government Code §262.024 – Procurement of Licensed Airplane Pilot and Licensed Aviation Mechanic Services

Gentlemen:

Local Government Code §262.024 authorizes the Commissioners Court to grant discretionary exemptions from the standard competitive bidding requirements when certain conditions are met. These exemptions are intended to allow for efficient procurement of specialized services that are necessary for the operation of county functions but are not readily available through traditional bidding processes.

The County requires the services of a **licensed airplane pilot** and a **licensed aviation mechanic** to support official county operations involving air travel and aircraft maintenance. These services are highly specialized, requiring professional licensure, technical expertise, and compliance with federal aviation regulations.

Justification

- These services require **specialized professional skills and licensure** that cannot be adequately obtained through general competitive bidding.
- Exemption ensures **continuity of operations** and compliance with aviation safety regulations.
- Immediate procurement is necessary to avoid disruption of county functions that rely on air travel and aircraft availability.

The Commissioners Court's order granting this discretionary exemption under Local Government Code §262.024 authorizes the procurement of the above services without competitive bidding. This action ensures that the County secures qualified, licensed professionals to meet its aviation needs in a timely and compliant manner.

Sincerely,

Veronica Van Horn

Veronica Van Horn
Legal Services Manager

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 8th day of December 2025, the **Commissioners' Court of Galveston County, Texas,** convened in a regular 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 Sullivan, County Clerk

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

Whereas, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

Whereas, Galveston County requires specialized services of a licensed airplane pilot and a licensed aviation mechanic to effectively support the operations of the Galveston County Mosquito Control program, which is critical for public health and safety; and

Whereas the services provided by a licensed airplane pilot and aviation mechanic are not readily available through competitive bidding processes due to the specialized nature of the services and the expertise required; and

Whereas, the Commissioners' Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(4) for the services of a licensed **airplane pilot** and a licensed **aviation mechanic** recognized as professional services requiring specialized training, certification, and expertise.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:

1. The Commissioners Court of Galveston County, Texas, determines that the engagement of such services is necessary to support county operations and ensure the safe and effective use of county-owned aircraft, approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(4); and

2. The licensed airplane pilot shall be responsible for piloting aircraft used in mosquito control operations, while the aviation mechanic shall be responsible for the maintenance and repair of said aircraft to ensure safety and compliance with all applicable regulations; and

3. This exemption shall be effective immediately upon the passage of this Order and shall remain in effect until the completion of the necessary services or until further action by the Commissioners Court; and

4. A copy of this Order shall be maintained in the Purchasing Department.

Upon Motion Duly Made and Seconded, the above **Order** was passed on this 8th day of December 2025.

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
*12.

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

Consideration of accepting a donation of 20 Live Oak trees to be planted at Walter Hall and Bayshore 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	11/21/25 3:10 pm

Proposal to Plant Trees

Dear commissioners court,

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. Our club began 9 months ago, and since then we have planted 64 trees at parks in Galveston County, and 30 trees at a school in the Philippines. We would like to plant a total of 20 live oak trees split between Walter Hall Park and Bayshore 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
*13.

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

Consideration for the County Judge to sign inspection request form EAB241N for Texas Department of Licensing & Regulation for Galveston County Mental Health Extended Observation Unit at 1207 S Oak Street, La Marque, TX, 77568 submitted by Facilities.

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	11/24/25 7:30 am
2	Dianna Martinez	Approve	11/24/25 9:40 am

TEXAS DEPARTMENT OF LICENSING & REGULATION

P.O. Box 12157 • Austin, Texas 78711-2157

techinfo@tdlr.texas.gov • www.tdlr.texas.gov

REQUEST FOR INSPECTION FORM INSTRUCTIONS

UNLESS OTHERWISE INDICATED, ALL SECTIONS ARE REQUIRED AND MUST BE INCLUDED FOR THE PROJECT REGISTRATION FORM TO BE PROCESSED. Failure to include all information will result in a delay of processing and the form will be returned to the project owner. Form must be complete in print or type.

A building owner, per Texas Government Code Sec. 469.058, is responsible for any violation of the Elimination of Architectural Barriers program laws or rules and may be subject to administrative penalties for any violation.

1. PROJECT INFORMATION – Provide information about the project for which you designated an agent to act on your behalf. The agent designated in this form is only authorized to act as your representative for the project listed on this form. A separate form must be submitted for each project.
    - PROJECT NAME – Provide the name of the project as registered in TABS (example: CLASSROOM ADDITION).
    - TDLR PROJECT # – Provide the complete TDLR Project number assigned to the project. This form may not be submitted prior to registration of your project.
    - BUILDING OR FACILITY NAME – Provide the name of the building or facility as registered in TABS.
    - PHYSICAL ADDRESS – Provide the physical address of the project as registered in TABS, including the suite number (if applicable). If no physical address is available at the time of submission, provide the physical description of the project location as registered in TABS. Post office boxes will not be accepted.
2. OWNER OR AGENT INFORMATION – Provide information about the building or facility owner.
    - BUILDING/FACILITY OWNER OR DESGINEE – Provide the full name and contact information for the individual or business who is the building/facility owner. If the form is signed by the owner's designated agent, the agent company name must be provided.
    - REPRESENTATIVE – Provide the full name of an individual or employee of the building or facility owner if the owner is a trust, business, or government entity. If this form is signed by the owner's designated agent, the agent's name must be provided. This person can be contacted for questions about the project or this form and is required to sign this form for it to be valid.
    - ADDRESS – Provide the Owner or Agent's mailing address. The mailing address provided is where we will send project related mail. A post office box can be used. The owner's designated agent will not receive project mail.
    - PHONE – Provide the Owner or Agent's phone number.
    - EMAIL – Provide the Owner or Agent's email address.
    - SIGNATURE – Acknowledgment of submission.
3. RAS INFORMATION – Provide the name and contact information for the Registered Accessibility Specialist (RAS) you wish to perform the required inspection.
    - RAS NAME – Provide the name of the RAS that will be performing the inspection.
    - RAS COMPANY – Provide the name of the RAS company that will be performing the inspection (if applicable).
    - ADDRESS – Provide the RASs mailing address. A post office box can be used.
    - PHONE – Provide the RASs phone number.
    - EMAIL – Provide the RASs email address.

TEXAS DEPARTMENT OF LICENSING & REGULATION

P.O. Box 12157 • Austin, Texas 78711-2157

techinfo@tdlr.texas.gov • www.tdlr.texas.gov

REQUEST FOR INSPECTION INSTRUCTIONS cont'd

SEND YOUR COMPLETED DOCUMENTS TO:

Project associated Registered Accessibility Specialist (RAS)

For additional information and questions, please visit the Texas Department of Licensing & Regulation website at: ***https://www.tdlr.texas.gov/ab/ab.htm***

For assistance with this form you may contact techinfo@tdlr.texas.gov. For other issues you can request assistance via TDLR webform. You may contact Customer Service Representatives at (800) 803- 9202 (in state only) or (512) 463-6599; Relay Texas-TDD: (800) 735-2989. Customer Service Representatives are available Monday through Friday from 7:00 a.m. until 6:00 p.m. Central Time (excluding holidays).

TDLR Public Information Act Policy:

This document is subject to the Texas Public Information Act. With certain exceptions, information in this document may be made available to the public. For more information, view the TDLR Public Information Act Policy at: ***https://www.tdlr.texas.gov/disclaimer.html#PublicInfoPolicy.***

TEXAS DEPARTMENT OF LICENSING & REGULATION

P.O. Box 12157 • Austin, Texas 78711-2157
techinfo@tdlr.texas.gov • www.tdlr.texas.gov

REQUEST FOR INSPECTION FORM

In accordance with Texas Government Code, Chapter 469.105, and TDLR Administrative Rule 68.41, the owner of a building or facility subject to compliance with Chapter 469.101 shall obtain an inspection to verify compliance with the Texas Accessibility Standards (TAS) not later than the first anniversary of the completion of construction.

The request for an inspection can be made by completing this form and submitting it to a Registered Accessibility Specialist (RAS) **after** the completion of construction.

Following the inspection, the owner will be advised in writing of the results.

1. PROJECT

Project Name: Galveston County Mental Health Extended Observation Unit	TDLR Project 2024010117
Building or Facility Name: Galveston County Mental Health Extended Observation Unit	
Physical Address: 1207 S Oak Street, La Marque, TX, 77568	
Street Name, Number, Suite Number, City, State, Zip Code	

2. OWNER OR AGENT INFORMATION

OWNER / AGENT INFORMATION (Select One)

☐ I am the Owner (the person/entity that holds title to the property) I am the Owner's Designated Agent *

*If you are not the owner, a completed Owner Agent Designation Form must accompany this form.

Building/Facility Owner or Designee: Galveston County	Representative: Mark Henry
Address: 722 Moody Ave, Galveston, TX 77550	
Street Name, Number, Suite Number, City, State, Zip Code	
Phone Number: (409) 766-2244	Email: Mark.Henry@co.galveston.tx.us

Signature of Owner/Designated Agent _____ Date _____

I have authorized the following Registered Accessibility Specialist (RAS) to perform the inspection:

3. RAS INFORMATION

RAS Name: **Jeromy Murphy**	RAS Company: (if applicable) ACI Consulting Architects	RAS #489
Address:401 Franklin St., Suite 2400-138, Houston, TX 77002		
Street Name, Number, Suite Number, City, State, Zip Code		
Phone Number:713-864-8494	Email:jmurphy@acico.com	

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

Contract Approval Request Form

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

1) **Date of Request:** 11/13/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of Cyber Security and Incident Planning grant with Securance LLC submitted by Information Technology**

7) **PEID No: N/A**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: TBD**
11) **Vendor: Securance LLC**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: TBD**
14) **Fund #: TBD**
15) **Current Year Budgeted: $92,000.00**
16) **Current Year Projected: $86,304.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 11/24/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-060**
25) **Contract End Date:** 11/23/2026
26) **Contract # Issued by Purchasing Department: 232120 (SC-0000993)**

NOTES: Awarded in CC - Item 78 (10/27/25 MF)
TBD grant funding information

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	11/13/25 4:28 pm
2	Misty Witmer	Approve	11/13/25 4:30 pm
3	Melissa Fleming	Approve	11/13/25 4:42 pm
4	Francisco Rodriguez	Approve	11/14/25 9:03 am
5	Diana Huallpa	Approve	11/17/25 2:51 pm
6	Sergio Cruz	Approve	11/17/25 3:57 pm
7	Veronica Van Horn	Approve	11/21/25 2:44 pm

Resultant Agreement For RFP #25-060 Cyber Security and Incident Planning

This Agreement ("Agreement") is made and entered into as of November 24, 2025 (the "Effective Date"), by and between Galveston County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Securance LLC, a limited liability company organized under the laws of the State of Florida (hereinafter referred to as "Consultant").

Whereas, the County issued RFP #25-060 for Cyber Security and Incident Planning; and

Whereas, the Consultant submitted a proposal in response to the RFP, which was accepted by the County; and

Whereas, the County desires to engage the Consultant to provide certain services related to cybersecurity governance framework and policies.

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

1. SCOPE OF WORK

The Consultant shall provide the following services as described in RFP #25-060 and the Consultant's proposal:

- Establishment of a security management governance structure, including roles, responsibilities, policies, authority, and accountability.
- Development of plans, procedures, and testing for continuity of operations and disaster recovery for the Office of Information Technology (OIT) and County departments.
- Ongoing support and consultation as necessary to align cybersecurity initiatives with the County's business goals.
- Exhibit A - Statement of Work

2. TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until the Services are completed, unless terminated earlier in accordance with the provisions of this Agreement.

3. COMPENSATION

The County agrees to compensate the Consultant for services rendered under this Agreement as follows:

- Payment terms shall be detailed in the attached Exhibit A – Statement of Work.

- Invoices shall be submitted monthly, and payment shall be made within thirty (30) days of receipt of an invoice.

4. PERFORMANCE STANDARDS

The Consultant agrees to perform the services under this Agreement in a professional and workmanlike manner consistent with industry standards. The Consultant shall comply with all applicable laws, regulations, and policies in the performance of its duties.

5. CONFIDENTIALITY

- The Consultant acknowledges that it may have access to confidential information belonging to the County. The Consultant agrees to maintain the confidentiality of such information and shall not disclose it to any third party without the prior written consent of the County.

- This obligation shall survive the termination of this Agreement.

6. TERMINATION

- Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

- The County may terminate this Agreement immediately for cause if the Consultant fails to perform its obligations under this Agreement.

7. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that the County may assign this Agreement to any successor entity or governmental authority.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the jurisdiction of Galveston County, Texas.

9. ENTIRE AGREEMENT

This Agreement, RFP 25-060, Consultant's proposal, and any exhibits constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements, understandings, and negotiations, whether written or oral.

10. AMENDMENTS

This Agreement may only be amended in writing signed by both parties.

11. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by electronic mail to the following:

To County
Galveston County
Attn: County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550
Mark.henry@co.galveston.tx.us

To Consultant
Securance LLC
Attn: Shawn Johnson
13916 Monroes Business Park, Suite 102
Tampa, FL 33635-6313
sjohnson@securanceconsulting.com

IN WITNESS WHEREOF, the parties hereto have executed this Resultant Agreement as of the Effective Date.

GALVESTON COUNTY, TEXAS

Mark Henry, County Judge

SECURANCE LLC

Gillian Tedeschi
Digitally signed by Gillian Tedeschi
Date: 2025.11.13 16:25:24 -05'00'

Gillian Tedeschi

Attest:

Dwight D. Sullivan, County Clerk

EXHIBIT A: STATEMENT OF WORK (CONSULTING SERVICES AGREEMENT)

A. SCOPE

Securance intends to perform the following activities, as agreed upon between management of Securance and Client:

Project Scope Item	Line-Item Fee
Review Current and Proposed Cybersecurity and Incident Policies, Procedures, and Plans	$2,480.00
Develop Formal Cybersecurity Governance Framework and Policies	$14,880.00
Document and Define Cybersecurity Roles and Responsibilities for Office of Information Technology (OIT) and County Employees	$7,440.00
Develop Continuity of Operations, Disaster Recovery, and Incident Response Plans and Playbooks	
Conduct Business Impact Analysis	$7,440.00
Develop County-wide Business Continuity Plan (BCP) for OIT	$9,920.00
Develop BCP Template for County Departments	$1,984.00
Develop Disaster Recovery Plan, Including Core DRP Framework, Infrastructure Plan, Technology-Specific Recovery Plans for Eight Technologies, and Templates for Additional Technologies	$17,360.00
Perform Annual DRP Walkthrough Assessment	~~$1,984.00~~ **FREE Value Add***
Develop Incident Response Plan	$9,920.00
Develop Supporting Playbooks for Common Threats, Including Malware, Ransomware, Data Breaches, Insider Threats, and Denial-of-Service Attacks	$4,960.00
Perform Annual IRP Tabletop Exercise	~~$1,984.00~~ **FREE Value Add***
OPTIONAL – Perform National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) Assessment and Develop Cybersecurity Maturity Scorecard	$9,920.00
Project Management	~~$1,488.00~~ **FREE Value Add***
Biweekly Status Reporting	~~$1,240.00~~ **FREE Value Add***
Independent Project Review**	Included
Total, Excluding OPTIONAL NIST CSF Assessment	~~$84,072.00~~ **$76,384.00**
Total for All Services	**$86,304.00**

*Value-added service that Securance will provide free of charge to demonstrate our commitment to Client.

** Each assessment completed by Securance is reviewed by a consultant independent of the project to ensure that the engagement thoroughly addresses all scope items, all observations are factual and appropriately documented, recommendations are feasible and customized to the client, and all assessment components adhere to our quality control standards.

B. STAFF

Securance will staff this project with one or more Senior IT Consultants and the Engagement Manager. The Engagement Manager will be responsible for the execution of certain fieldwork items. Additions to the team may be made as needed or requested by Client's Project Manager.

C. TIMESCALE

The start date for this project will be determined upon execution of the SOW.

D. DEPENDENCIES AND ASSUMPTIONS

The following dependencies and assumptions apply to the services to be provided under this SOW:

1. Securance will provide a Client Assistance Memo to Client prior to commencing the project.
2. Securance will have full access to all Client participants and personnel, as required for interviews, meetings, and/or discussions, throughout the duration of the project.
3. Client will hold meetings with the Securance Engagement Manager, as necessary, to assess progress.
4. Each component of the project will be performed at a mutually agreed-upon time to minimize disruption to Client personnel.

E. PRICING AND PAYMENT

Our pricing for this effort is $76,384.00, excluding the NIST CSF maturity assessment, which the County may choose to add to the scope of work. If this service is added, Securance's total fee will be $86,304.00. Securance will submit monthly invoices. All fees will be due and payable via ACH/EFT within 30 days following receipt of invoice.

Should any material changes in scope occur or unforeseen situations arise, Securance will first determine their potential impact on the project approach, schedule, and professional fees, then present any changes to Client for discussion and consideration.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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	11/21/25 2:58 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHSING AGENT

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

December 8, 2025

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

Re: **Disposal of Salvage or Surplus Property**

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments have been exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, November 19, 2025 3:22 PM
To: Dickey, Tammy
Cc: Stelly, Nicole; Posada, Jokavell
Subject: Agenda request for commissioners court 12/08/2025: 190100, County Engineers 20251208
Attachments: 190100, County Engineers 20251208.pdf

Good afternoon!

Please place the following property items on the next available agenda to authorization for appropriate removal: : (190100, County Engineers 20251208.pdf):

#	Qty	FAID	Make	Model	Serial #	Description
1	2	N/A				Gray metal shelf systems
2	1	N/A				Add tape calculator
3	1	N/A				Speaker set
4	1	N/A				Tray
5	2	N/A				File sorters

Please let me know if there are any problems or questions and thanks!

PURCHASING DEPARTMENT

Edward Nolan
Purchasing Asset Coordinator
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: 11/18/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 190100, County Engineers Sabrina Posada Sabrina Posada
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: 2 silver shelves, 1 calculator, 1spearker set,
FAID No. & Description

Reason for disposal: not needed

Serial No./VIN #: _____

From: 190100, County Engineers Location: old court house (supply room)
Department No. & Name Building, Floor, Suite, or Room No.

Comments: if these items can be removed as soon as possible

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/19/2025
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 11.18.25

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Sabrina Posada (Authorized Signature) Sabrina Posada (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: see F9 sheet

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: office items and shelves

Reason for Disposal: not 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

11/19/2025
Date Form Processed

Edward
Fixed Asset Property Manager

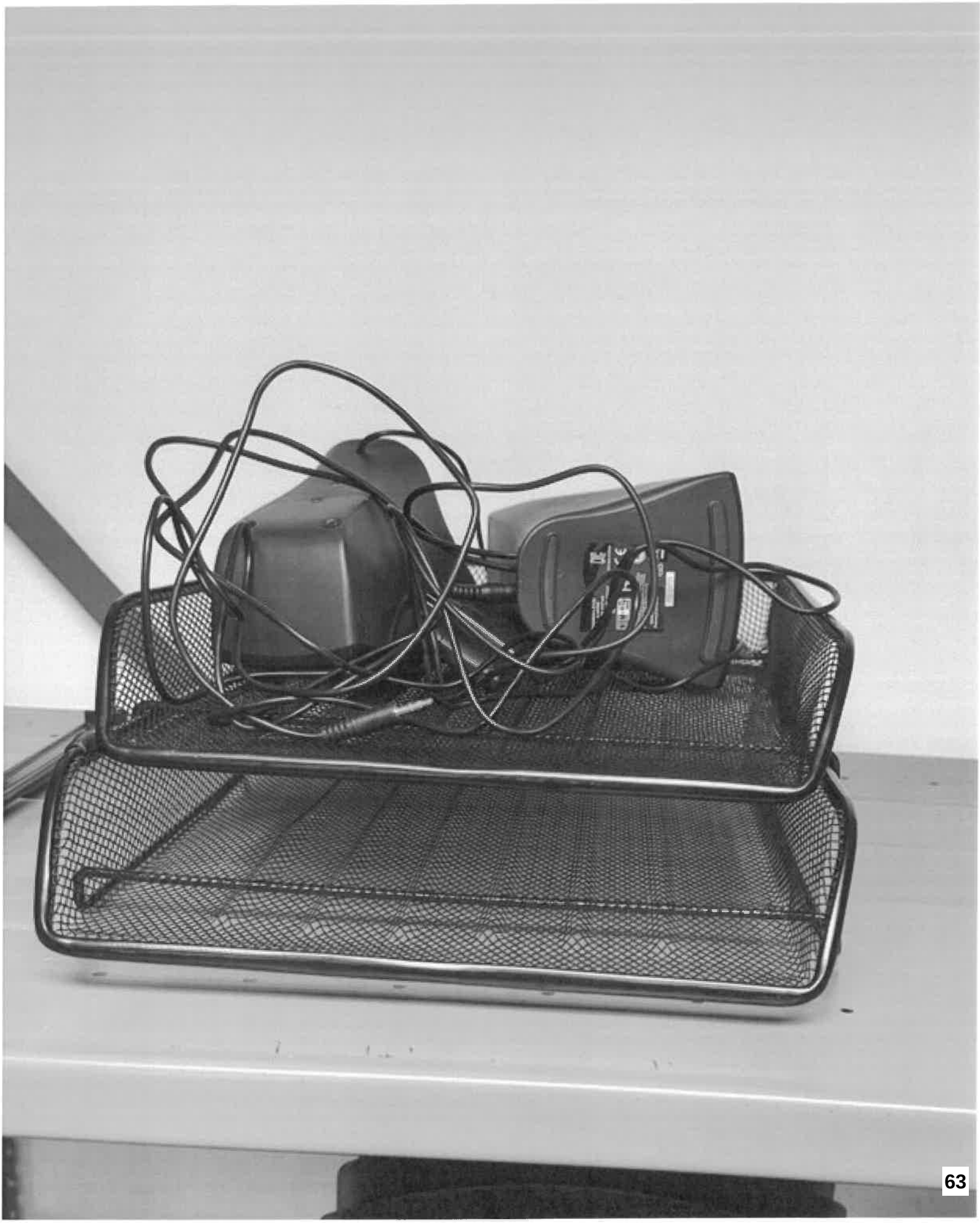
Form No. FA-10
04/20/2015

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	2	N/A				Gray metal shelf systems	
2	1	N/A				Add tape calculator	
3	1	N/A				Speaker set	
4	1	N/A				Tray	
5	2	N/A				File sorters	
6							
7							


408 PERMITS


408 PERMITS





GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Consideration for approval for Commissioners' Court to modify the prima facie speed limit at Cowen Road to 30 mph submitted by Road and Bridge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/24/25 11:56 am

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Zach Smith, Road Administrator Office 281-534-5152

Date: December 8, 2025

To: Judge Mark Henry
Dianna Garza-Martinez
County Judge's Office

From: Zach Smith
Road Administrator

Re: Request for Commissioner's Court Agenda Item

I am requesting to place the following items on the consent agenda on December 8, 2025.

Request for Consent to set the Prima Facie Speed limit in accordance with Texas Transportation code section 545.352(B.1) to 30 mph to the following street section:

1. Cowan Road from the intersection of Jack Beaver to the intersection of Cowan and PS Ranch Road

If any additional information is required, please contact me at x5008.

Thank you.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

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:** 11/13/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Sheriff's Office**
5) **Department Contact: Clayton Pope**
6) **Description: MOU with Texas Department of Public Safety (CMVE)**

7) **PEID No:**
8) **Req No:**
9) **Orgkey:**
10) **Object Code:**
11) **Vendor: Department of the State of Texas (DPS)**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Fund being created by Auditor's Office**
14) **Fund #:**
15) **Current Year Budgeted: $350,000**
16) **Current Year Projected: $350,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $350,000**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 1/1/2026
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 12/31/2026
26) **Contract # Issued by Purchasing Department: 242262**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	10/2/25 12:40 pm
2	Melissa Fleming	Disapprove	10/2/25 12:51 pm
Notes:	This is a receive and file item, please re-submit. Thanks MF		
3	Veronica Van Horn	Disapprove	10/2/25 3:59 pm
Notes:	This agreement requires a CAR form please restart with CAR GCSO must account for revenue and expense on this agreement.		
4	Jimmy Fullen	Approve	11/17/25 8:44 am
5	Melissa Fleming	Approve	11/18/25 5:00 pm
6	Francisco Rodriguez	Approve	11/18/25 5:31 pm
7	Diana Huallpa	Approve	11/19/25 10:22 am
8	Sergio Cruz	Approve	11/21/25 8:20 am
9	Veronica Van Horn	Approve	11/24/25 7:26 am

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512-424-2000
www.dps.texas.gov

FREEMAN F. MARTIN
COLONEL
WALT GOODSON
JASON C. TAYLOR
LIEUTENANT COLONELS

STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
DAN HORD III
LARRY B. LONG
STEVEN H. STODGHILL

SHERIFF JIMMY FULLEN
GALVESTON COUNTY SHERIFF'S OFFICE
601 54TH STREET
GALVESTON, TX 77551

Re: INITIAL WEIGHT ENFORCEMENT MEMORANDUM OF UNDERSTANDING
Certification of Weight Enforcement Authority

Dear Sheriff Fullen:

Pursuant to your request, we are sending you a draft Weight Enforcement Memorandum of Understanding (MOU). The standard MOU requires renewal every two years. You will be scheduled for your first biennial renewal on or before August 1, 2027. A draft of the MOU and the Commercial Vehicle Enforcement Guidance Documents (referred to in the MOU) are enclosed.

Please complete any blanks on the MOU related to your Allied Agency, have the appropriate authorized person sign it (County Commissioner's Court), and return the original to me by September 30, 2025. If the contact information requires substantial revision, please FAX the corrections to me at (512) 424-5712, and we will forward a corrected MOU to you.

We will contact you regarding scheduling your inspectors for training once your signed MOU has been received by our office.

If you have any questions, you may contact me at (512) 424-2053. Thank you.

Captain Richard Reid
Manager, Motor Carrier Bureau

RR/ff

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

and

GALVESTON COUNTY SHERIFF'S OFFICE (Allied Agency)

I. General Agreement

In accordance with Texas Transportation Code § 621.402, DPS has established parameters for approved Allied Agencies seeking to enforce Texas Transportation Code Chapter 621, Subchapter F. In order to maximize the uniform enforcement of statute, the parties enter into this Memorandum of Understanding (MOU) regarding training, approved scale use, annual scale re-calibration standards, violation report requirements, and mandated annual reporting.

II. DPS Responsibilities

In order to better implement and maintain the standards in this MOU, DPS will:

1. Train, retrain (as necessary or desirable), test, and certify the officers of any qualified Allied Agency.
2. Forward any weight enforcement complaints or challenges to the issuing Allied Agency.
3. Supply software necessary for the data entry of all inspection information on a cost recovery basis to Allied Agencies.

DPS may conduct random, in-person observation of weight enforcement inspections conducted by an Allied Agency in order to ensure that Allied Agency's officers are adhering to DPS certification standards.

III. Allied Agency Responsibilities

A. Certification Training

Allied Agency must enroll their commissioned, full-time officers in the 40 hour, Basic CVE course conducted at the direction of the DPS Motor Carrier Bureau. A commissioned officer must obtain 80% or better to become certified as a "weight enforcement officer." After initial certification, mandated re-certification training will take place following each legislative session. Weight enforcement officers must obtain 80% or better to maintain certification. DPS will immediately suspend any officer who fails to re-certify and Allied Agency must prohibit that officer from conducting or assisting with any weight enforcement activities.

Allied Agency may discontinue agency certification at any time by notifying DPS in writing. If a certified officer separates from an Allied Agency, Allied Agency must notify DPS within ten days.

B. Application of Statute and Allied Agency Requirements

1. During the course of duty, an Allied Agency weight enforcement officer must adhere to the "reasonable suspicion" requirements in weighing a commercial motor vehicle as inferred by Transportation Code § 621.402. There must be an articulable reason to detain a vehicle prior to utilizing any type of approved scale to determine actual weight. A fixed location signaling all commercial traffic to enter a weight

enforcement site is in direct conflict with this mandate.

2. Allied Agency will only conduct weight inspections while an officer is on-duty. Allied Agency may not perform inspections at any time for the specific purpose of benefitting a carrier, whether onsite or offsite (such as a roadside or at a principal place of business). Compensation for weight inspections of any kind is prohibited.
3. Officers sent for training by the Allied Agency must be full-time employees of the Allied Agency carrying their TCOLE commission. Officers will not serve as weight enforcement officers or carry out weight enforcement duties for any other agency or elected county official (other than the Sheriff of the Allied Agency, where applicable) during the time they are employed and commissioned by Allied Agency.

C. Approved Scales

Allied Agency must purchase and use scales from the approved Scale List found at the following URL: http://www.dps.texas.gov/cve/Publications/approvedScaleList.pdf. Allied Agency must re-calibrate the approved scales during each calendar year by a certified scale technician or vendor. Allied Agency must retain all individual scale calibration records for the current year plus the two previous years. These records are subject to review during contested judicial proceedings or any DPS audit.

D. Weight Inspection Reports & Upload

Allied Agency must purchase hardware and software to conduct weight inspections in order to upload the reports to DPS. Allied Agency may only issue DPS authorized weight inspection reports.

E. Annual Reporting Requirements

Allied Agency must submit an annual report of its weight enforcement activities for each calendar year to DPS. Allied Agency must send the report to the Motor Carrier Bureau in Austin, Texas by January 31 of each year for the prior year's enforcement activities. The annual reporting requirements under this Section will survive the termination date of this MOU.

F. Statutory Financial Reporting and Remittance Requirements

Allied Agency must comply with Transportation Code § 621.506(g) and report that data to DPS.

This includes: (1) sending the required 50 percent share to the State of Texas's Comptroller of

Public Accounts (CPA) if the fine meets the statutory criteria; and (2) only imposing the minimum

dollar fine unless the vehicle's weight was determined by a scale given or approved by DPS. DPS will confirm fiscal standing with CPA before renewing an MOU with Allied Agency.

IV. Termination of Certification

*** * * UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2027 * * ***

To prevent a loss of authority to conduct weight enforcement inspections, please email DPS with your renewal request between the 60th and 30th day prior to the expiration of your current MOU. If the Allied Agency does not sign the renewal and mail it in to DPS before its current MOU expiration date, certified officers must cease performing all weight enforcement activities, until DPS receives the new fully executed MOU.

1. DPS may issue a warning to Allied Agency if Allied Agency fails to comply with MOU requirements in such a way that DPS deems that the weight enforcement action being taken is contrary to established training and statute. Failure to immediately correct any compliance issue or comply with the required remittance of assessed fines to the Comptroller of Public Accounts may result in the termination of the established MOU and the decertification of Allied Agency.
2. DPS may decertify the Allied Agency if the agency does not have a certified officer within one year of joining the MCSAP program and if an agency no longer has certified officers due to promotion, retirement, resignation or transfer they must certify an officer within one year of last officer's removal date.

V. Program Coordinators and Signatory Acceptance

Allied Agency's weight enforcement coordinators are responsible for all communications and contacts required to manage this MOU. The coordinators must provide any updates regarding contact information within 30 calendar days.

DPS Program Coordinator:
Captain Richard Reid
THP Motor Carrier Bureau
P.O. Box 4087
Austin, Texas 78773-0522
Phone: (512) 424-2053
Fax: (512) 424-5712
Richard.Reid@dps.texas.gov

Allied Agency Program Coordinator *(name and title here)*	**Allied Agency Authorized Representative** *(name and title here)*
Insert address	**Signature of Authorized Representative**
Insert phone, fax, and email	**Date:**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Consideration of acknowledging receipt of a sand pit permit application from Brad Ballard at 687 Hwy 87, Crystal Beach, Texas 77650 Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	11/17/25 3:33 pm
2	Veronica Van Horn	Approve	11/24/25 7:32 am
3	Dianna Martinez	Approve	11/24/25 11:51 am

Application for a Sand Pit Permit

SAND-24-2 Renewal

Submitted On: Aug 15, 2025

Applicant

Brad Ballard
2816390451
@
brad@campmargaritavillecrystalbeach.com

Primary Location

687 HWY 87
CRYSTAL BEACH, TX 77650

Owner / Agent Information

Is the applicant the owner?

Yes

Project Information

Parcel ID Number

390223

Name of Subdivision/Tract

ABST 179 J SHAW SUR TR 157-1

Total Acreage of Property

221.78

Proposed Excavation Width

480

Proposed Excavation Length

605

Signature

I acknowledge Galveston County’s interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;

Any deviation from the permitted improvements is justification for the issuance of a Stop Work/Non-Compliance Order.

The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute the approval of a permit.

I acknowledge that I have read Galveston County's Adopted Order on Sand Pits

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

Signature

true

687 State Highway No 87, Crystal Beach, TX 77650

JONES SHAW SURVEY
ABSTRACT NO. 179

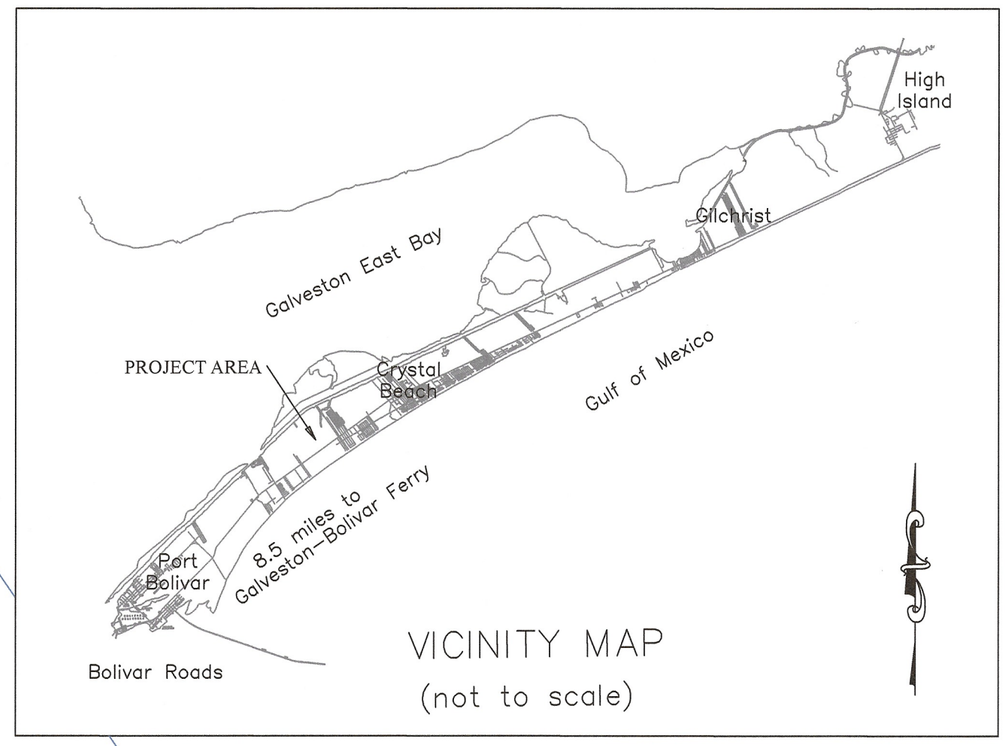
David A. Altemus
North Tract
GCCFN 2011057204 OPRGCTx
A Van Norastrand Survey, A-203

INTRACOASTAL WATERWAY
(300' WIDE)

300.0'

Meanders of High Bank
05-18-2009

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26



VICINITY MAP
(not to scale)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 51°02'16" E	58.46'
L2	N 39°18'38" E	28.49'
L3	N 49°08'02" E	117.05'
L4	N 19°27'42" W	30.08'
L5	N 87°34'34" E	67.10'
L6	N 64°06'33" E	48.94'
L7	N 23°03'28" E	34.48'
L8	N 50°55'23" E	27.26'
L9	N 69°23'29" W	11.95'
L10	N 33°25'19" E	42.14'
L11	N 54°32'43" E	23.56'
L12	N 86°30'44" W	10.00'
L13	N 67°55'21" E	51.81'
L14	N 28°25'36" E	43.27'
L15	N 59°02'59" E	25.81'
L16	N 86°36'50" E	35.32'
L17	N 51°17'02" E	30.76'
L18	N 82°54'47" E	64.20'
L19	N 64°31'07" E	86.94'
L20	N 06°10'50" E	42.78'
L21	N 40°59'09" E	46.55'
L22	N 62°18'41" E	48.71'
L23	N 79°19'52" E	59.86'
L24	N 33°38'01" E	52.97'
L25	N 36°34'14" E	80.13'
L26	N 29°42'00" E	80.68'

CWT Holdings LLC
Tract 62 / 250.175 AC
GCCFN 2022007432 OPRGCTx
A Van Nordstrand Survey, A-203

Robert Hausser
Tract 120 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

Adair Wallace Estate
Tract 64 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

Lawrence Emil Hoffman
Tract 63 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

N 32°21'26" W 5,973.57'

20.0'
Possible 20' Conflict

S 33°41'42" E 5,956.75'

162.568 AC
(7,081, 441 SqFt)
681 HWY 87 LLC
South Tract
GCCFN 2024015197 OPRGCTx
A Van Nordstrand Survey, A-203

Hamdi & Lutchminia Bilici
Tract 144 / 93.310 AC
GCCFN 2004075148 OPRGCTx
Jones Shaw Survey, A-179

Roger & Lee Ann Chambers
Tract 152-2 / 235.574 AC
GCCFN 2016028568 OPRGCTx
Jones Shaw Survey, A-179

COBRA FLOOD
Zone: VE
BFE: 12'

COBRA FLOOD
Zone: VE
BFE: 13'

High Bank 10-10-2025
489'±
455'±
670'±
70.8'
71.0'
660.0'
1052.8'

DIRT PIT
166,281 Sq Ft
3.817 Acres

CWT Holdings LLC
Tract 62 / 250.175 AC
GCCFN 2022007432 OPRGCTx
A Van Nordstrand Survey, A-203

Fnd. 1" Pipe
N 57°43' E, 1.6'

949.64' Pipe to Pipe

Tai Trinh
Tract 62-3 / 10.00 AC
GCCFN 2019051253 OPRGCTx
A Van Nordstrand Survey, A-203

Fnd. 1" Pipe
S 44°19' W, 0.5'

Fnd. 5/8" Rod
S 56°00' W, 2.6'

681 HWY 87 LLC
Tract 157-3 / 13.789 AC
out of 162.568 AC (7,081,441 SqFt)
GCCFN 2024015197 OPRGCTx
A Van Nordstrand Survey, A-203

Fnd. 1/2" Rod
"Coastal Surveying"

S 54°07'25" W 1,265.36'
STATE HIGHWAY NO 87 (120' WIDE)

AVOCET
PARTIAL REPALT NO. 2
Instrument No. 2021089859 GCMR

AVOCET
PARTIAL REPALT NO. 1
Instrument No. 2021014618 GCMR

RANCHO CARRIBE'
SECTION 2 REPLAT
Plat Rec. 2008A / Map No. 9 GCMR

GRID

SCALE: 1" = 300'

EXHIBIT

162.568 Acres (7,081,441 Square Feet) Tract situated in JONES SHAW SURVEY, ABSTRACT NO. 179, Galveston County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Michael Hoover
Registered Professional
Land Surveyor No. 5423

STATE OF TEXAS
REGISTERED
MICHAEL HOOVER
5423
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1) This survey has been prepared without benefit of a current title report. There may be easements, building lines, or other matters of record not shown hereon.

2) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency and lies within the designated coastal barriers. According to the FEMA FIRM Community Number 48167C, Panel No. 0316 G, with an effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12' & 13' (as measured to the lowest horizontal structural member).

3) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.9; E: 3,312,955.72). All coordinates shown hereon are reported in grid. All area quantities are reported in surface.

4) This property may or may not have access to wet utilities (sanitary sewer (wastewater) and water). It is beyond the scope of this survey to determine with certainty if these services are currently available. The surveyor recommends contacting the local providers for further information:

a) Sanitary sewer (wastewater): Undine (formerly Bolivar Utility Services): 1830 Hwy 87, Port Bolivar, Texas 77550. (409) 684-9941

b) Water: Bolivar Peninsula Special Utility District (BPSUD) 1840 Hwy 87, Crystal Beach, Texas 77650. (409) 684-3515

5) This property may or may not have access to electric service. It is beyond the scope of this survey to determine with certainty if this service is currently available. The surveyor recommends contacting the local provider for further information: Entergy Texas, Region Engineering - East: 1-800-368-3749; 1-409-981-3260

6) This property may contain marshlands and wetlands, which may affect future development. A wetlands determination is beyond the scope of this survey. A general idea of wetlands on this property as determined by the U.S. Fish and Wildlife Service "Wetlands Mapper" may be viewed at the following website: https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper.

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

SURVEY DATE:	October 10, 2025
FILE No.:	0179-0157-0001-000
DRAFTING:	ms
JOB No.:	25-0546

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

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

Consideration of authorizing the County Engineer to issue a sand pit permit to Sidney Bouse at 3925 Hwy 87 Port Bolivar, Texas 77650 submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	11/19/25 3:44 pm
2	Veronica Van Horn	Approve	11/24/25 7:34 am
3	Dianna Martinez	Approve	11/24/25 11:28 am

THE COUNTY OF GALVESTON
OFFICE OF THE COUNTY ENGINEER
722 Moody, Galveston, Texas 77550
(409) 770-5399
www.galvestoncountytx.gov

Land Owner Authorization

This form is to be completed by the land owner, sealed by a notary and uploaded with the permit application.

(If you have a contractor or other persons applying on your behalf, the authorization portion of this document must be completed. If not, you may leave it blank or write in N/A)

I hereby authorize John "JC" Bouse to act on my behalf in the processing of this application for a sand pit permit at 3925 Hwy 87 Port Bolivar TX 77650 and to furnish, upon request, supplemental information in support of this application.

I agree for both myself and on those working on behalf of me that:

- I acknowledge Galveston County's interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;
- Any deviation from the permitted improvements is justification for the issuance of a Stop Work Order.
- I understand that any deviation in the work performed on the Improvements is a wrongful act causing irreparable injury and presenting imminent harm, for which Galveston County has no adequate remedy at law;
- I further agree that Galveston County's lack of an adequate remedy at law justifies imposition of a temporary restraining order and a temporary injunction issued against me to bar any further work under the Sand Pit Permit pending resolution of the dispute between Galveston County and me;
- In the event that Galveston County files suit seeking injunctive and/or other relief, I hereby submit to the jurisdiction of the State District Courts exercising jurisdiction in Galveston County and agree to the issuance of such temporary restraining orders and temporary injunctions as may be required to halt the construction of work on the Improvements that deviate from the Building Permit;
- In the event that Galveston County files suit against me I agree to pay the reasonable attorneys' fee, court costs and other expenses incurred by the County in the prosecution of that suit; and
- The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute any approval of a permit.

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

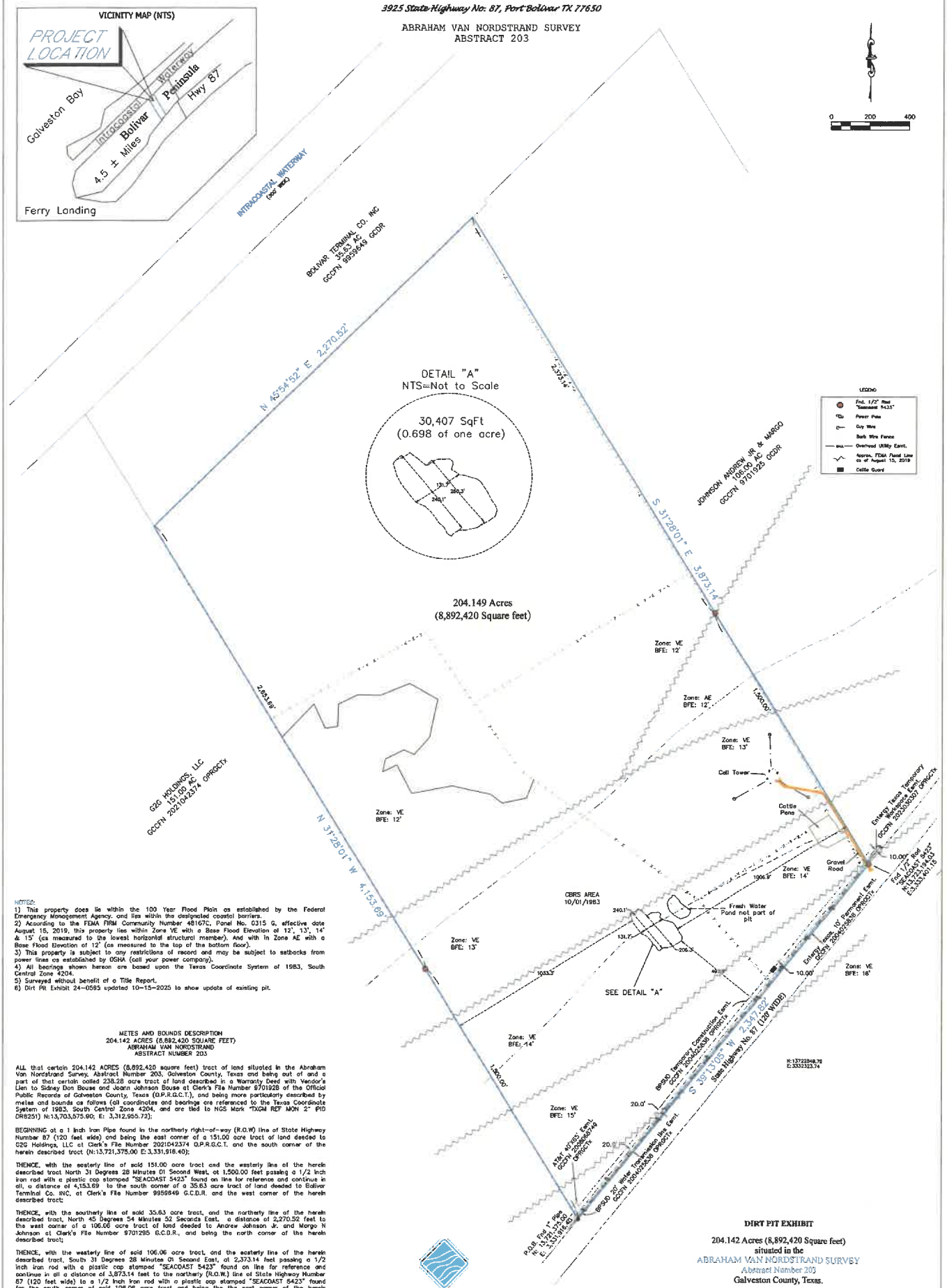
Signature of Land Owner

10/29/2025
Date

State of Texas
County of Grimes
This instrument was acknowledged before me on
October 29 2025
Date
By Sidney Bouse
Name of person

TATUM NEVILL
Notary Public, State of Texas
My Commission Expires
June 26, 2028
NOTARY ID 13[illegible]127

Notary Signature



NOTES:
1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency, and lies within the designated coastal barriers.
2) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12', 13', 14' & 15' (as measured to the lowest horizontal structural member). And with in Zone AE with a Base Flood Elevation of 12' (as measured to the top of the bottom floor).
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
4) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204.
5) Surveyed without benefit of a Title Report.
6) Dirt Pit Exhibit 24-0595 updated 10-15-2025 to show update of existing pit.

METES AND BOUNDS DESCRIPTION
204.142 ACRES (8,892,420 SQUARE FEET)
ABRAHAM VAN NORDSTRAND
ABSTRACT NUMBER 203

ALL that certain 204.142 ACRES (8,892,420 square feet) tract of land situated in the Abraham Van Nordstrand Survey, Abstract Number 203, Galveston County, Texas and being out of and a part of that certain called 238.28 acre tract of land described in a Warranty Deed with Vendor's Lien to Sidney Don Bouse and Joann Johnson Bouse at Clerk's File Number 9701928 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows (all coordinates and bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) N:13,703,575.90; E: 3,312,955.72);

BEGINNING at a 1 inch iron Pipe found in the northerly right-of-way (R.O.W) line of State Highway Number 87 (120 feet wide) and being the east corner of a 151.00 acre tract of land deeded to GZG Holdings, LLC at Clerk's File Number 2021042374 O.P.R.G.C.T. and the south corner of the herein described tract (N:13,721,375.00 E:3,331,918.40);

THENCE, with the easterly line of said 151.00 acre tract and the easterly line of the herein described tract North 31 Degrees 28 Minutes 01 Second West, at 1,500.00 feet passing a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found on line for reference and continue in all, a distance of 4,153.69 to the south corner of a 35.63 acre tract of land deeded to Bolivar Terminal Co. INC. at Clerk's File Number 9959649 G.C.D.R. and the west corner of the herein described tract;

THENCE, with the southerly line of said 35.63 acre tract, and the northerly line of the herein described tract, North 45 Degrees 54 Minutes 52 Seconds East, a distance of 2,270.52 feet to the west corner of a 106.06 acre tract of land deeded to Andrew Johnson Jr. and Margo N Johnson at Clerk's File Number 9701295 G.C.D.R., and being the north corner of the herein described tract;

THENCE, with the westerly line of said 106.06 acre tract, and the easterly line of the herein described tract, South 31 Degrees 28 Minutes 01 Second East, at 2,373.14 feet passing a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found on line for reference and continue in all a distance of 3,873.14 feet to the northerly (R.O.W.) line of State Highway Number 87 (120 feet wide) to a 1/2 inch iron rod with a plastic cap stamped "SEACOAST 5423" found for the south corner of said 106.06 acre tract and being the the east corner of the herein described tract;

THENCE, with the northerly (R.O.W.) line of said State Highway Number 87 (120 feet wide) South 39 Degrees 13 Minutes 05 Seconds West, a distance of 2,347.82 feet to the Point of Beginning and containing 204.142 acres (8,892,420 square feet) of land.

DIRT PIT EXHIBIT
204.142 Acres (8,892,420 Square feet)
situated in the
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
Galveston County, Texas.

SEACOAST SURVEYORS
409-684-6400
475 West Lazy Lane / Crystal Beach, Texas 77650
Mailing: P.O. Box 2579 / Crystal Beach, Texas 77650
Texas Firm Registration No.: 10194703
www.seacoastsurveyors.com

Michael Hoover
Registered Professional
Land Surveyor No. 5423

update	24-0595
SURVEY DATE:	October 15, 2025
FILE No.:	0203-0002-001-000
DRAFTING:	mtb
JOB No.:	25-0548

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Nov. 18, 2025

NOTICE ID: h0aZ688L7w2CxkHo61pL
PUBLISHER ID: 1364540
NOTICE NAME: S Bouse Sand Pit
Publication Fee: $45.99

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Yuade Moore

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Subscribed in my presence and sworn to before me on this: 11/19/2025

Notary Public
Notarized remotely online using communication technology via Proof.

Legal Notice
LEGAL NOTICE

Galveston County hereby gives notice that an application has been received from Sidney Bouse for a permit to excavate, take, remove or carry away sand, marl, gravel or shell. The location of the proposed excavation is on Bolivar Peninsula, approx. 4.5 miles northeast of the Bolivar ferry landing and 560 feet northerly from SH 87. The dimensions of the proposed excavation are 150 feet by190 feet.

Anyone interested in more information concerning the application from Mr. Bouse to excavate on Bolivar Peninsula may contact the Galveston County Engineer's Office at the address and phone below.

Michael C. Shannon, PE
County Engineer
722 Moody
Galveston, Texas 77550
(409) 770-5399

Published: November 18, 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	11/20/25 2:54 pm
2	Veronica Van Horn	Approve	11/24/25 7:55 am
3	Dianna Martinez	Approve	11/24/25 11:37 am

Application for a Sand Pit Permit

SAND-24-3 Renewal

Submitted On: Oct 28, 2025

Applicant

John "JC" Bouse
979-578-2007
@ bolivarsandholdings@gmail.com

Primary Location

3899 HWY 87
PORT BOLIVAR, TX 77650

Owner / Agent Information

Is the applicant the owner?

Yes

Project Information

Parcel ID Number

404822

Name of Subdivision/Tract

S Parr Sur Tract 6-1

Total Acreage of Property

151

Proposed Excavation Width

500

Proposed Excavation Length

900

Signature

I acknowledge Galveston County's interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;

Any deviation from the permitted improvements is justification for the issuance of a Stop Work/Non-Compliance Order.

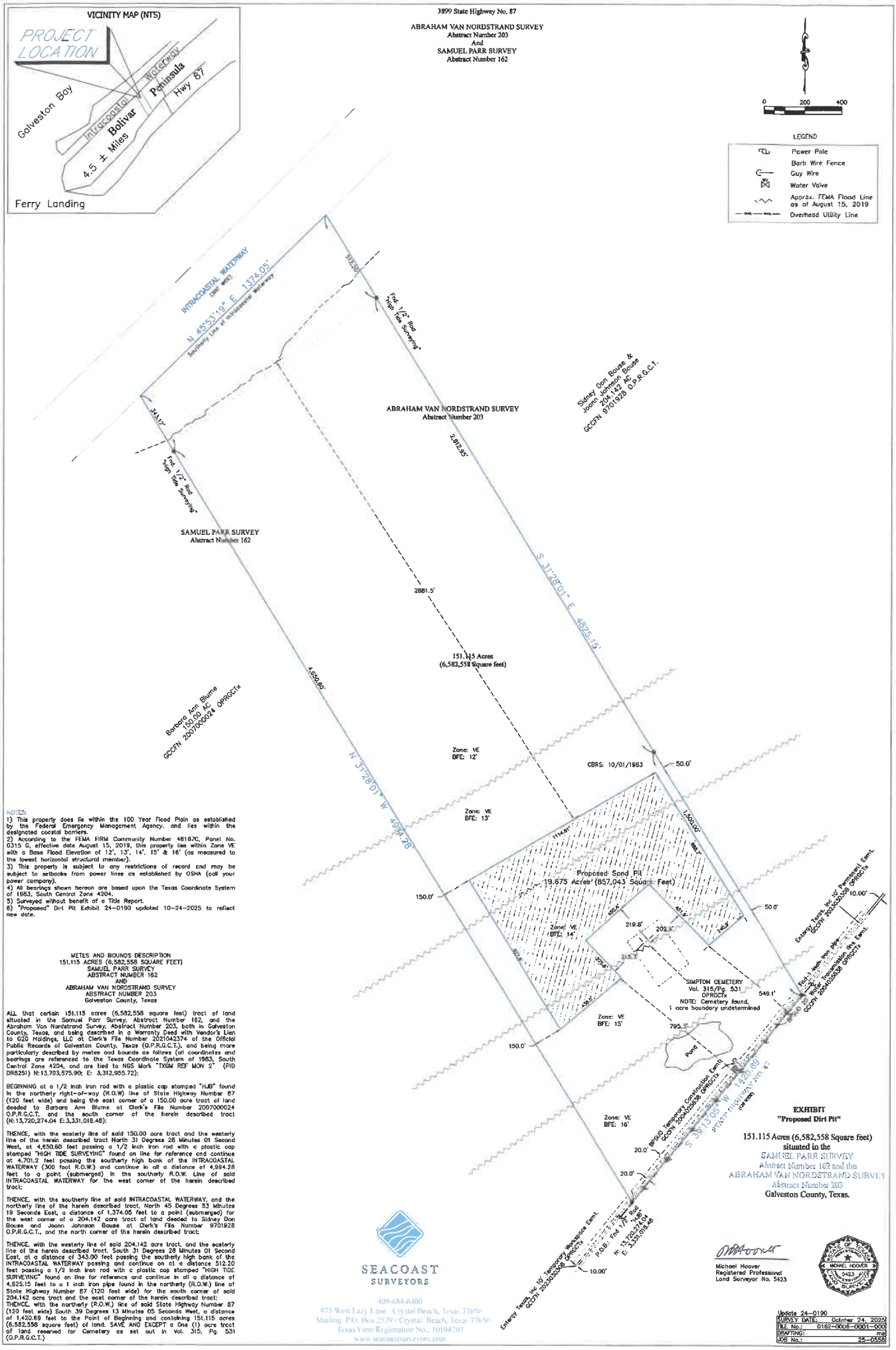
The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute the approval of a permit.

I acknowledge that I have read Galveston County's Adopted Order on Sand Pits

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

Signature

true



NOTES:
1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency, and lies within the designated coastal barriers.
2) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12', 13', 14', 15' & 16' (as measured to the lowest horizontal structural member).
3) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
4) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204.
5) Surveyed without benefit of a Title Report.
6) "Proposed" Dirt Pit Exhibit 24-0190 updated 10-24-2025 to reflect new date.

METES AND BOUNDS DESCRIPTION
151.115 ACRES (6,582,558 SQUARE FEET)
SAMUEL PARR SURVEY
ABSTRACT NUMBER 162
AND
ABRAHAM VAN NORDSTRAND SURVEY
ABSTRACT NUMBER 203
Galveston County, Texas

ALL that certain 151.115 acres (6,582,558 square feet) tract of land situated in the Samuel Parr Survey, Abstract Number 162, and the Abraham Van Nordstrand Survey, Abstract Number 203, both in Galveston County, Texas, and being described in a Warranty Deed with Vendor's Lien to G2G Holdings, LLC at Clerk's File Number 2021042374 of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows (all coordinates and bearings are referenced to the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) N: 13,703,575.90; E: 3,312,955.72);

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "HJB" found in the northerly right-of-way (R.O.W) line of State Highway Number 87 (120 feet wide) and being the east corner of a 150.00 acre tract of land deeded to Barbara Ann Blume at Clerk's File Number 2007000024 O.P.R.G.C.T. and the south corner of the herein described tract (N: 13,720,274.04 E: 3,331,018.48);

THENCE, with the easterly line of said 150.00 acre tract and the westerly line of the herein described tract North 31 Degrees 28 Minutes 01 Second West, at 4,650.60 feet passing a 1/2 inch iron rod with a plastic cap stamped "HIGH TIDE SURVEYING" found on line for reference and continue at 4,701.2 feet passing the southerly high bank of the INTRACOASTAL WATERWAY (300 foot R.O.W.) and continue in all a distance of 4,984.28 feet to a point (submerged) in the southerly R.O.W. Line of said INTRACOASTAL WATERWAY for the west corner of the herein described tract;

THENCE, with the southerly line of said INTRACOASTAL WATERWAY, and the northerly line of the herein described tract, North 45 Degrees 53 Minutes 19 Seconds East, a distance of 1,374.05 feet to a point (submerged) for the west corner of a 204.142 acre tract of land deeded to Sidney Don Bouse and Joann Johnson Bouse at Clerk's File Number 9701928 O.P.R.G.C.T., and the north corner of the herein described tract;

THENCE, with the westerly line of said 204.142 acre tract, and the easterly line of the herein described tract, South 31 Degrees 28 Minutes 01 Second East, at a distance of 343.00 feet passing the southerly high bank of the INTRACOASTAL WATERWAY passing and continue on at a distance 512.20 feet passing a 1/2 inch iron rod with a plastic cap stamped "HIGH TIDE SURVEYING" found on line for reference and continue in all a distance of 4,825.15 feet to a 1 inch iron pipe found in the northerly (R.O.W.) line of State Highway Number 87 (120 feet wide) for the south corner of said 204.142 acre tract and the east corner of the herein described tract;
THENCE, with the northerly (R.O.W.) line of said State Highway Number 87 (120 feet wide) South 39 Degrees 13 Minutes 05 Seconds West, a distance of 1,420.69 feet to the Point of Beginning and containing 151.115 acres (6,582,558 square feet) of land. SAVE AND EXCEPT a One (1) acre tract of land reserved for Cemetery as set out in Vol. 315, Pg. 531 (O.P.R.G.C.T.)

EXHIBIT
"Proposed Dirt Pit"

151.115 Acres (6,582,558 Square feet)
situated in the
SAMUEL PARR SURVEY
Abstract Number 162 and the
ABRAHAM VAN NORDSTRAND SURVEY
Abstract Number 203
Galveston County, Texas.

Michael Hoover
Registered Professional
Land Surveyor No. 5423

STATE OF TEXAS
MICHAEL HOOVER
5423
REGISTERED
PROFESSIONAL
LAND
SURVEYOR

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

Update 24-0190	
SURVEY DATE:	October 24, 2025
FILE No.:	0162-0006-0001-000
DRAFTING:	mg
JOB No.:	25-0558

GALVESTON COUNTY
The Daily News.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Galveston County Daily News, a newspaper printed and published in the City of Texas City, County of Galveston, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Nov. 18, 2025

NOTICE ID: vkj26H9U7Iv13yJaCgSC
PUBLISHER ID: 1364544
NOTICE NAME: J Bouse Sand Pit
Publication Fee: $45.99

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Yuade Moore

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Subscribed in my presence and sworn to before me on this: 11/19/2025

Notary Public
Notarized remotely online using communication technology via Proof.

Legal Notice
LEGAL NOTICE

Galveston County hereby gives notice that an application has been received from John (JC) Bouse for a permit to excavate, take, remove or carry away sand, marl, gravel or shell. The location of the proposed excavation is on Bolivar Peninsula, approx. 4.5 miles northeast of the Bolivar ferry landing and 549.1 feet northerly from SH 87. The dimensions of the proposed excavation are 1114.61 feet by 927.6 feet.

Anyone interested in more information concerning the application from Mr. Bouse to excavate on Bolivar Peninsula may contact the Galveston County Engineer's Office at the address and phone below.

Michael C. Shannon, PE
County Engineer
722 Moody
Galveston, Texas 77550
(409) 770-5399

Published: November 18, 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Contract Approval Request Form

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

1) **Date of Request:** 11/18/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description: Highway 3 Boat Ramp & Parking Lot Reconstruction**

7) **PEID No: 122518**
8) **Req No:**
9) **Orgkey: 2805522020**
10) **Object Code: 5700000**
11) **Vendor: Lucas Construction Company, Inc.**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #: 2805-522022 Worktag ID GR-0000445**
15) **Current Year Budgeted: $438,951.00**
16) **Current Year Projected: $490,282.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $490,282.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 5/16/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-035**
25) **Contract End Date:** 12/31/2025
26) **Contract # Issued by Purchasing Department: 206455 (SC-0000849)**

NOTES: Change Order #3 (Contract awarded 04/25/2025 - Item 38)

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	11/19/25 9:14 am
2	Melissa Fleming	Approve	11/19/25 3:50 pm
3	Francisco Rodriguez	Approve	11/20/25 9:04 am
4	Diana Huallpa	Approve	11/20/25 9:59 am
5	Sergio Cruz	Delegated	11/21/25 8:21 am
6	Christie Motogbe	Disapprove	11/24/25 4:12 pm
Notes:	Please correct the Change Order to reflect PO-0004980. PO-0003327 was closed and replaced by PO-0004980. Thanks.		
7	Michael Shannon	Approve	11/25/25 12:25 pm
Notes:	Approved for MS - DGM		
8	Melissa Fleming	Approve	11/25/25 3:19 pm
9	Francisco Rodriguez	Approve	11/25/25 3:40 pm
10	Diana Huallpa	Escalated	11/27/25 5:28 pm
11	Christian Monterrubio	Escalated	11/29/25 5:28 pm
12	Diana Huallpa	Approve	12/1/25 9:42 am
13	Sergio Cruz	Approve	12/1/25 10:53 am
14	Veronica Van Horn	Approve	12/1/25 4:17 pm
Notes:	Approved for VV - DGM		

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _3__
Highway 3 Boat Ramp & Parking Lot Reconstruction

Owner: Galveston County
Contractor: Lucas Construction
Engineer: LJA Engineering

Contract Number: 206455
Purchase Order Number: PO-0004980
Bid Number: 25-035

Work Being Changed

Bulkhead Repair

CHANGE IN CONTRACT PRICE

Original Contract Price: $525,082.00
Net Change From
Previous Change Orders: -$34,800
Contract Price Prior To
This Change Order: $490,282
Net Increase/Decrease Of
This Change Order: $29,000
Contract Price With All
Approved Change Orders: $519,282.00

CHANGE IN CONTRACT TIME

Original Contract Time: 150 Days
Net Change From
Previous Change Orders: 60 Days
Contract Time Prior To
This Change Order: 210 Days
Net Increase/Decrease Of
This Change Order: 0 Days
Contract Time With All
Approved Change Orders: 210 Days

RECOMMENDED:

By: _____ Date: 11/14/2025
LJA Engineering (Consultant)

By: _____ Date: 11-17-2025
Engineer (County Engineer)

APPROVED:
County Of Galveston

By: _____ Date: _____
Mark Henry, County Judge

Attest: _____
Dwight Sullivan, County Clerk

ACCEPTED:
Contractor

By: _____ Date: 11/12/2025
Lucas Construction (Authorized Signature)

Jimmy McGinnis
Printed Name

LUCAS
CONSTRUCTION CO INC.

October 27, 2025
LJA Engineering
1904 Grand Pkwy N Suite 100
Katy, TX 77449
ATTN: Doug Dusini
RE: HWY 3 Parking Lot and Boat Ramp CPR #5 – Bulkhead Repair

Mr. Dusini,

In response to the request to repair the existing bulkhead structure, Lucas Construction Company, Inc. proposes to provide labor, materials, equipment, layout, supervision, and insurance to make the following changes to the current contract:

-Repair existing 65 LF of bulkhead by replacing all driven pilings, horizontal members, and vertical members with structural wood materials. Bulkhead layout to remain the same as existing, including wood decking walkway. All necessary demolition is included.

Net change to current contract amount = $29,000

Please feel free to call me at 281-316-9990 with any questions or concerns.

Sincerely,



Jimmy McGinnis
Vice President
Lucas Construction

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of approval of application from Gary Key and Kimberlee Key, managing members of Southern Finds, LLC, for a partial replat of GKK Estates subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/24/25 11:08 am

On this the 8th day of December, 2025, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

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

WHEREAS, the subdivision plat of GKK Estates is presently on file with the County Clerk of Galveston County. It may be found in recorded in File No. 2024020063 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Gary Key and Kimberlee Key, managing members of Southern Finds, LLC, have filed their Petition and Application for permission to revise a portion of Lot 4; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be January 16, 2026, at 3:30 p.m. in the following location:

Galveston County North Annex
174 Calder, Room 100
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 8th day of December, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Gary Key and Kimberlee Key, managing members Southern Finds LLC, and files this Petition and Application to revise plat of GKK ESTATES, subdivision plat recorded in Clerk's File No. 2024020063 of the Map Records of Galveston County, Texas to: Divide one Lot into 4 Lots

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with and as provided for in Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the subdivision controls of Galveston County.

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"

3. The portion of the subdivision plat that will be revised is:
   Lot 4

4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.

5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised plat or part of a plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this petition and application be given to the required property owners in Galveston County and that said notice be published as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the petitioner to revise the subdivision plat and that this Honorable Court enter such further orders and take further action as may be proper.

Gary Key
Petitioner

11-6-25
Date

Kimberlee Key
Petitioner

11/6/25
Date

REPLAT OF LOT 4 OF GKK ESTATES SUBDIVISION

A replat of Lot 4 of GKK ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Galveston County Clerk's File No. 2024020063 in the Office of the County Clerk of Galveston County, Texas.

PLAT CONTAINS:
10.744 ACRES - 1-BLOCK, 4 LOTS - LOCATED IN GALVESTON COUNTY, TEXAS
PREPARATION DATE - AUGUST 2025

LOT AREA

LOT 1R	2.238 ACRES	97,000 SF
LOT 2R	2.238 ACRES	97,000 SF
LOT 3R	2.276 ACRES	99,125 SF
LOT 4R	3.992 ACRES	173,875 SF

OWNERS

Southern Finds LLC by managing members
Kimberlee Erin Key and Gary Key
P. O. Box 246
Santa Fe, Texas 77510
409-256-7176

SURVEYOR

Robert L. Derrick R.P.L.S.
13016 Elizabeth Drive
Santa Fe, Texas 77510
1-409-256-7329

Notes:

1 – According to the FEMA FIRM Community Number 485470 Panel No. 0380 G, effective date August 15, 2019, this property lies in Zone "X".

LEGAL DESCRIPTION

A tract of land being all of Lot Four of GKK Estates, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Galveston County Clerk's File No. 2024020063 in the Office of the County Clerk of Galveston Couty, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the Souheast corner of said Lot Four (4), from which a 5/8" iron rod found bears South 01 deg. 56 min. East, 1.0 feet;

THENCE South 88 deg. 07 min. 31 sec. West, along the South line of said Lot 4 and the North line of 32nd Street (not open), a distance of 650.00 feet to a 5/8" iron rod with cap found for corner on the East line of Avenue "T" (60' R.O.W.) at the Southwest corner of said Lot 4;

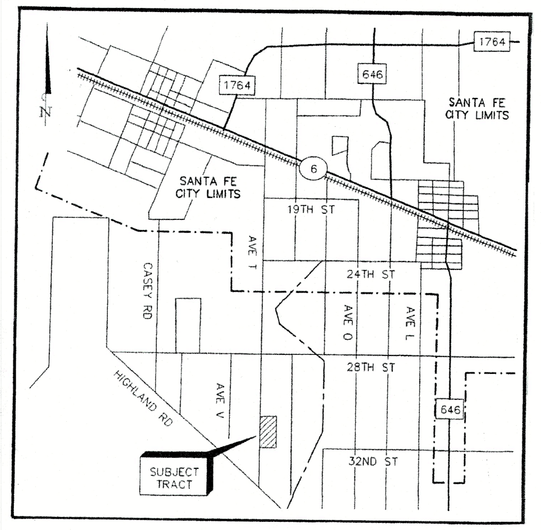
THENCE North 01 deg. 57 min. 39 sec. West, along the East line of said Avenue "T", a distance of 720.00 feet to a 5/8" iron rod with cap found at the Northwest corner of said Lot 4;

THENCE North 88 deg. 07 min. 31 sec. East, along the North line of said Lot 4, a distance of 650.00 feet to a 5/8" iron rod with cap found at the Northeast corner of said Lot 4;

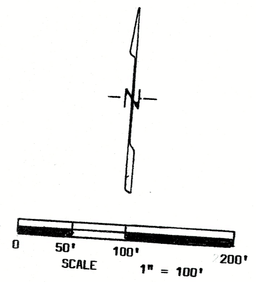
THENCE South 01 deg. 57 min. 39 sec. East, along the East line of said Lot 4, a distance of 720.00 feet to the POINT OF BEGINNING.

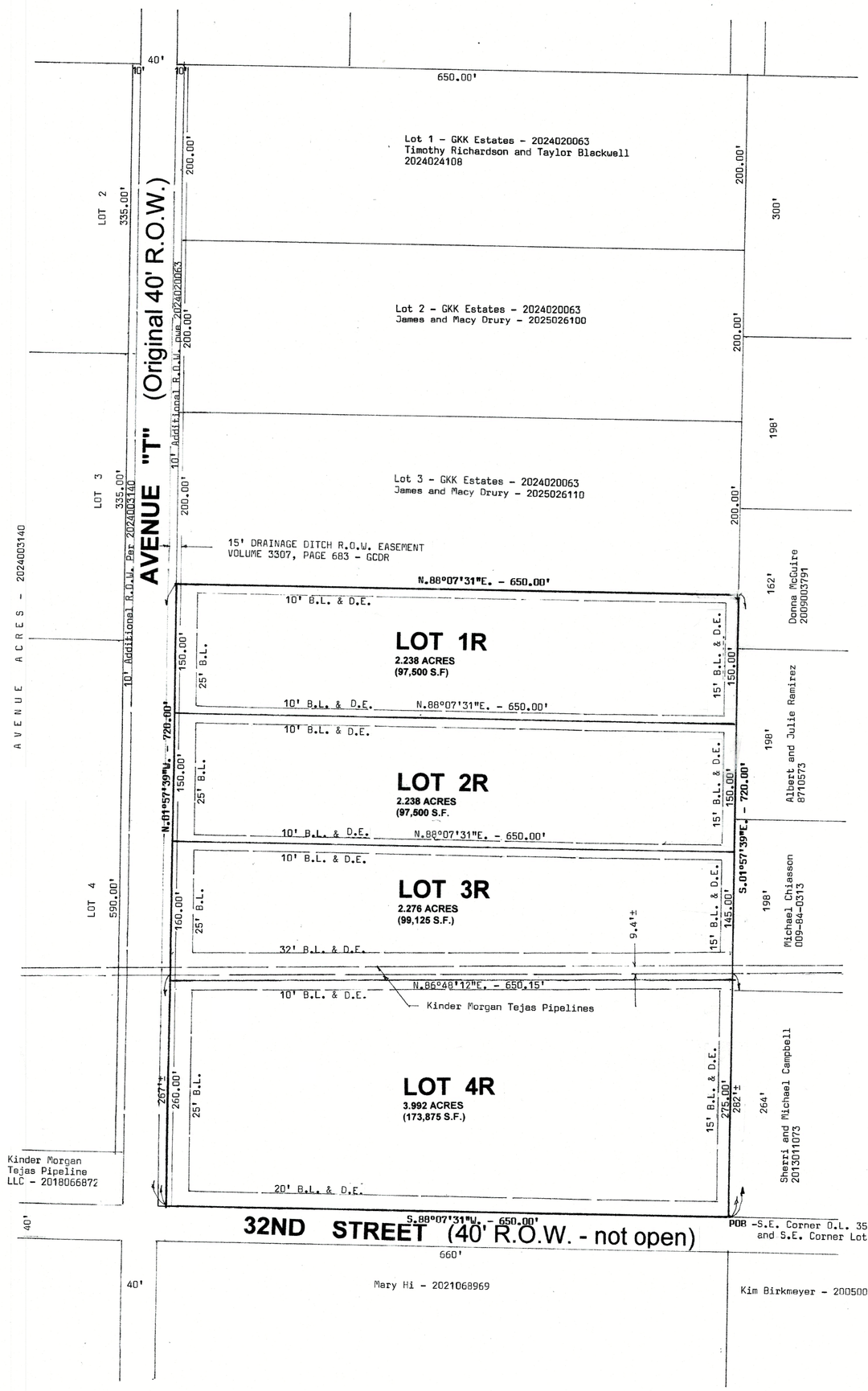
This is to certify that I, Robert L. Derrick, A Registered Professional Land Surveyor of the State of Texas have platted the above subdivision from an actual survey on the ground, and that all block corners, angle points, and points of curve are or will be property marked with permanent monuments and that this plat correctly represents that survey.

Robert L. Derrick
Texas Registration No. 2753



VICINITY MAP
1" = 1/2 MILE





STATE OF TEXAS
COUNTY OF GALVESTON

We, Southern Finds LLC acting by Kimberlee Erin Key and Gary Key, managing members, hereinafter referred to as the owner of the 10.744 acre tract described in the above and foregoing map of REPLAT OF LOT 4 OF GKK SUBDIVISION, do hereby make and establish said plat of said property according to all lines, dedications and notations on said maps and plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do dedicate to the public a strip of land thirty (30') feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving Galveston County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners do hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER, Owners certify and covenant that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioners' Court of Galveston County.

FURTHER, the Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions, we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

WITNESS my hand in Santa Fe, Texas, this _____ day of _____, 202__.

_____
Kimberlee Erin Key

_____
Gary Key

STATE OF TEXAS
COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Kimberlee Erin Key and Gary Key known to me to be the persons whose names are subscribed to the foregoing instruments and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

_____
Notary Public in and for the State of Texas

My Commission expires:_____.

I, Michael C. Shannon, County Engineer of Galveston County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office, as adopted by Commissioners' Court.

_____
Michael C. Shannon – County Engineer

APPROVED for filing, wherein Galveston County assumes no obligation for grading, drainage structures or surfacing of the streets or roads or making any other improvements in said subdivision.

_____
Mark A. Henry
County Judge

_____
Joe Giusti – Commissioner Precinct No. 2

The above subdivision titled REPLAT OF LOT 4 OF GKK SUBDIVISION, as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of_____, 20____.

By:_____Deputy

I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on

_____, 20___, at _____O'clock,_____M, and duly recorded on

_____, 20___, at _____O'clock,_____M, in Plat Record

Instrument #_____, Galveston County, records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written.

_____
DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By_____Deputy

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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:** 11/21/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Contract Services**
5) **Department Contact: Veronica Van Horn**
6) **Description: Interlocal with UTMB for Medical Examiner Services**

7) **PEID No: 402812**
8) **Req No:**
9) **Orgkey: 1101-440100**
10) **Object Code:**
11) **Vendor: UTMB**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: 1101**
14) **Fund #: General**
15) **Current Year Budgeted:**
16) **Current Year Projected: $1,151,000.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 8/31/2027
26) **Contract # Issued by Purchasing Department: 242550 (SC-0000996)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	11/21/25 11:54 am
2	Melissa Fleming	Approve	11/21/25 2:13 pm
3	Francisco Rodriguez	Approve	11/24/25 8:26 am
4	Diana Huallpa	Approve	11/24/25 12:33 pm
5	Sergio Cruz	Approve	11/24/25 1:18 pm
6	Veronica Van Horn	Approve	11/24/25 4:28 pm

State of Texas §
§
County of Galveston §

Interlocal Cooperation Agreement by and between
The University of Texas Medical Branch at Galveston and the County of Galveston
Relating to the Galveston County Medical Examiner's Office

Article I. Parties

This Interlocal Cooperation Agreement (Agreement) is made and entered into by and between The University of Texas Medical Branch at Galveston (UTMB), an institution of The University of Texas System, an agency of the State of Texas, for and on behalf of its Department of Pathology, and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

Article II. Preamble

Whereas, the County, in accordance with Article 49.25 of the Texas Code of Criminal Procedure ("Article 49.25") has established, maintained, and is authorized to provide for the continued maintenance of the Office of the Galveston County Medical Examiner;

Whereas, the County, in accordance with Article 49.25, is authorized to appoint and has appointed, by and through its governing body, the Galveston County Commissioners Court, the Galveston County Medical Examiner, who serves at the pleasure of the Galveston County Commissioners Court ("Commissioners Court");

Whereas, at the time of the execution of this Agreement, the person appointed as the Medical Examiner is Erin A. Barnhart, M.D., a physician licensed by the Texas Medical Board who is Board Certified by the American Board of Pathology in Forensic and Anatomic Pathology and has extensive training and experience in pathology, toxicology, histology, and other medico-legal services;

Whereas, the County, in accordance with Article 49.25, is authorized to establish and pay the salaries and compensation of the Medical Examiner and the Medical Examiner's staff, and to provide office space and laboratory facilities or to make arrangements for the use of existing facilities in the County for the performance of medical examiner services;

Whereas, the County wishes to enter into an agreement with UTMB to facilitate the continued operation and maintenance of the Galveston County Medical Examiner's Office;

Whereas, UTMB operates a reputable medical school located within Galveston County;

Whereas, UTMB operates a hospital and multiple branch medical facilities located within Galveston County;

Whereas, UTMB is an institution of higher education or university system as defined in Section 61.003 of the Texas Education Code;

Whereas, UTMB employs faculty physicians and staff physicians specializing in pathology services in its Department of Pathology who are qualified to meet the statutory requirements for appointment as a Medical Examiner under Article 49.25 of the Code of Criminal Procedure (UTMB Faculty Physicians);

Whereas, UTMB desires to facilitate the operation and maintenance of the Galveston County Medical Examiner's Office and has facilities and qualified faculty physicians, staff physicians, and personnel for such services;

Whereas, physicians are authorized to make determinations of death and perform autopsies;

Whereas, the present Medical Examiner and Deputy Medical Examiners are also faculty or staff physicians employed by UTMB;

Whereas, by the approval of the Commissioners Court, Deputy Medical Examiners perform postmortem pathology services within the Galveston County Medical Examiner's Office and such persons are all physicians licensed by the Texas Medical Board and have extensive training and experience in pathology, toxicology, histology, and other medico-legal services;

Whereas, the present Medical Examiner and Deputy Medical Examiners are all physicians licensed by the Texas Medical Board with their licensures in good standing;

Whereas, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments, institutions of higher education, university systems, and agencies of the State of Texas in accordance with its provisions;

Whereas, the Parties to this Agreement are local governments, agencies of the State of Texas, institutions of higher education, or university systems within the meaning of Chapter 791 of the Texas Government Code; and

Whereas, the Parties hereto wish to enter into an agreement to facilitate the funding and continued operation of the Galveston County Medical Examiner's Office.

Now therefore, it is mutually agreed by and between the Parties as follows:

Article III. Appointment, Removal, and Related Matters on Medical Examiner, Deputy Medical Examiners, and Associated Personnel

3.1 **County Appointment Authority**.

a. **Medical Examiner**. In accordance with Article 49.25, the County, acting by and through its Commissioners Court, has heretofore established the Office of the Galveston County Medical Examiner. In accordance with such authority, the Commissioners Court has appointed a UTMB Faculty Physician as the Medical Examiner and such person satisfies the requirements of Article 49.25. The present Medical Examiner appointed by the Commissioners Court is identified on **Exhibit A** of this Agreement; any change in the person so appointed shall not constitute, nor require, an amendment to this Agreement. The Commissioners Court is authorized to make subsequent appointments and removals of the Medical Examiner, as such actions are authorized under State law, through which the appointment and removal power of the Medical Examiner is vested solely in the Commissioners Court, the governing body of the County. No person may serve as the Medical Examiner unless and until such appointment has been made by the Commissioners Court. Provided that any subsequently appointed Medical Examiner is a UTMB Faculty Physician, the removal or appointment of the Medical Examiner shall not affect this Agreement or any amendment hereto.

   The County shall notify UTMB a reasonable period of time before considering a change in appointment to the Office of Medical Examiner. If the Commissioners Court appoints a person to the Office of Medical Examiner who is not a UTMB Faculty Physician, this Agreement shall immediately terminate. In the event of such a termination, the County shall be solely responsible for contracting directly with the Medical Examiner and for arranging for the direct payment of the costs of such office on and from the date of termination.

b. **Deputy Medical Examiners**. The appointment or removal of any person as a Deputy Medical Examiner requires the approval of the Commissioners Court. The current physicians appointed and approved as Deputy Medical Examiners are set forth on **Exhibit B** of this Agreement. No person may perform any services as a Deputy Medical Examiner unless and until such approval has been granted by the Commissioners Court.

3.2 **Appointment and Removal Process on Medical Examiner and Deputy Medical Examiners**.

a. **Medical Examiner**. The Medical Examiner may also be referred to as the Chief Medical Examiner. The UTMB Faculty Physician serving as the Medical Examiner shall be licensed as a physician, and in good standing, with the Texas Medical Board, and shall, to the greatest extent possible, be board certified in the field of Forensic Pathology by the American Board of Pathology. The Medical Examiner shall have extensive training and experience in pathology, toxicology, histology, and other medico-legal services.

b. **Deputy Medical Examiners**. Each and every UTMB Faculty Physician serving as a Deputy Medical Examiner shall be licensed as a physician, and in good standing, with the Texas Medical Board, and shall, to the extent possible, be board certified or board eligible in the field of Forensic Pathology by the American Board of Pathology. The County may waive the requirement for Forensic Pathology certification for the Deputy Medical Examiners in the event such a waiver becomes essential for UTMB to provide sufficient staff physicians. The Deputy

Medical Examiners shall have substantial training and experience in pathology, toxicology, histology, and other medico-legal services.

c. **County Designation of Contract Administrator**. The County, by and through its Commissioners Court, shall designated a County employee to serve as Contract Administrator ("Contract Administrator") for this Agreement by no later than thirty (30) calendar days after the County's execution of this Agreement and shall notify UTMB and the Medical Examiner of this designation expeditiously thereafter. The Contract Administrator shall serve as the County's liaison with UTMB for the administration of this Agreement, including but not limited to, the appointment and removal of the Medical Examiner or Deputy Medical Examiners, as applicable, by the Commissioners Court. The Contract Administrator is the Legal Services Manager -Veronica Van Horn.

d. **Appointment Process**.

1.) Information on Proposed Appointee. UTMB shall provide the Contract Administrator with the following information, at minimum, for each physician that UTMB and/or the Medical Examiner recommend for appointment as Medical Examiner or Deputy Medical Examiner, as applicable, or that the County requests for such appointment: i.) curriculum vitae; ii.) proof of current licensure as a physician by the Texas Medical Board; iii.) copy of current, or pending, employment contract between UTMB and the UTMB Faculty Physician; iv.) current contact information on such person, including electronic mail (email) address and direct phone extension/number; v.) completed questionnaire promulgated by Galveston County, and which may be amended from time to time, for the purpose of identifying the person's past consulting and testimony activities and potential conflicts of interest; and vi.) a completed and executed Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for Appointment that is attached hereto as **Exhibit C ("Acknowledgement of Agreement")**.

2.) Review of Candidates. UTMB shall provide the foregoing information to the Contract Administrator in sufficient time to afford the County a reasonable opportunity to review proposed candidates prior to the placement of the consideration of the appointment/approval on the Commissioners Court agenda. The County, at its sole discretion, may interview any person(s) proposed for appointment as Medical Examiner and/or Deputy Medical Examiner and contact any references listed by the proposed appointee and perform such other due diligence as the County may determine to evaluate the proposed appointee.

3.) Commissioners Court Approval Required. The County's appointment of the person to serve as Medical Examiner or approval to serve as Deputy Medical Examiner, as applicable, must be obtained solely by and through the Commissioners Court. The County shall promptly place consideration of the person's appointment on the Commissioners Court's agenda. The Commissioners Court's approval of appointment must be issued before the person performs any services within the Galveston County Medical Examiner's Office, including those of Medical Examiner or Deputy Medical Examiner, as applicable. No person may hold himself/herself out as a Medical Examiner or Deputy Medical Examiner, as applicable, unless and until such appointment and approval has been made by the Commissioners Court.

4.) Familiarity with Agreement and Acknowledgment. UTMB shall provide each UTMB Faculty Physician performing services pursuant to this Agreement with a copy of this Agreement. The UTMB Faculty Physician shall acknowledge receipt of the Agreement and shall agree to be bound by the all provisions herein by signing, dating, and returning the Acknowledgment of Agreement that is attached hereto as **Exhibit C** as part of the appointment process set forth in Section 3.2(d)(1), (2) above. Subsequent to full execution of this Agreement, the Medical Examiner and all Deputy Medical Examiners shall each promptly complete and execute an Acknowledgement of Agreement and submit same to the Contract Administrator. If there is a vacancy in the Contract Administrator position, then the completed and executed Acknowledgment of Agreement must be submitted to the Chief Financial Officer, who is the director of the Professional Services Department and this position is also the County Budget Officer (the "Budget Officer). The failure of any person to provide the County with the executed Acknowledgement of Agreement within ten (10) business days after the full execution of this Agreement shall be grounds for the Commissioners Court to remove such person from their appointment as Medical Examiner or Deputy Medical Examiner, as applicable.

5.) Oath and Anti-Bribery Statement. Subsequent to the Commissioners Court's appointment of the UTMB Faculty Physician as Medical Examiner or Deputy Medical Examiner, as applicable, UTMB shall facilitate the prompt execution of the Oath and Anti-Bribery Statement by each person so appointed that is attached hereto as **Exhibit D** and the prompt provision of the executed Oath and Anti-Bribery Statement back to the Contract Administrator. The executed Oath and Anti-Bribery Statement must be returned to the Contract Administrator before the UTMB Faculty Physician so appointed performs any services within the Galveston County Medical Examiner's Office; if the Contract Administrator has not been designated, then the Oath and Anti-Bribery Statement must be submitted to the Budget Officer. The Contract Administrator or the Budget Officer, as applicable, shall then promptly file the Oath and Anti-Bribery Statement in the Galveston County Clerk's Office.

6.) Requirement for UTMB Faculty Physicians. The Commissioners Court shall consider only UTMB Faculty Physicians for appointment as the Medical Examiner or Deputy Medical Examiner, as applicable, subject to the limitations stated within this Article III, Section 3.1 or 3.2 of this Agreement or elsewhere within this Agreement.

e. **Office Management & Removal Process**.

1.) Cooperation in continued functioning of Medical Examiner's Office. The County has agreed to utilize UTMB Faculty Physicians. In respect of the respective legal duties and obligations that each Party has with regard to the UTMB Faculty Physician appointed as the Medical Examiner and the UTMB Faculty Physicians appointed as Deputy Medical Examiners, the Parties agree to work in good faith to facilitate the continued functioning of the Medical Examiner's Office. Communication on issues of appointment, evaluation, and removal is critical to the continued provision of services by the Galveston County Medical Examiner's Office. To this end, if UTMB becomes aware of any material information relating to the performance of duties on behalf of the Medical Examiner's Office by the

Medical Examiner, a Deputy Medical Examiner, or other persons working within the Medical Examiner's Office, that would reasonably create concern for the County relating to the operation of such office, UTMB shall communicate to the Commissioners Court's authorized designee, the Contract Administrator, or to the Budget Officer if the Contract Administrator has not been designated, the factual basis for such concerns and cooperate with the County to the extent the County conducts a review. Additionally, UTMB and the County agree to conduct at least bi-yearly meetings regarding issues relevant to the Medical Examiner's Office. UTMB shall consider any issues raised by the County in the course of such meetings in the evaluation of the UTMB Faculty Physicians performing services under this Agreement.

2.) Loss of Status as UTMB Faculty Physician.

a.) UTMB acknowledges that the Commissioners Court has the exclusive authority for the appointment of the Medical Examiner, as well as the approval of the Deputy Medical Examiners because the Medical Examiner's wish to employ persons as Deputy Medical Examiners is subject to approval by the Commissioners Court.

b.) In the event a UTMB Faculty Physician appointed as the Medical Examiner or Deputy Medical Examiner loses their status as a UTMB Faculty Physician, that shall not affect a removal of the person from their appointment as the Medical Examiner or Deputy Medical Examiner, as applicable, unless and until a removal action is taken by the Commissioners Court. Upon receiving notice that the individual physician appointed by the County as Medical Examiner has lost his/her status as a UTMB Faculty Physician, the County will promptly (within 30 days) notify UTMB whether it intends withdraw or maintain such individual as the County Medical Examiner, provided however, that if the UTMB removal qualifies as an emergency or urgent public necessity under the Open Meetings Act as determined by the Commissioners Court, then the County shall consider such removal action at the earliest reasonable opportunity. Upon UTMB's receipt of the County's determination that the County will maintain such individual as the Medical Examiner notwithstanding the individual's loss of UTMB Faculty Physician status, this Agreement shall immediately terminate and the County shall be directly responsible for the costs associated with the Medical Examiner's Office on and from the date of termination. UTMB shall not be responsible for the Medical Examiner's salary or other expenses once he/she has ceased to be a UTMB Faculty Physician, unless provided otherwise in the contract between UTMB and the UTMB Faculty Physician.

c.) UTMB shall notify the Contract Administrator of any pending change in the Medical Examiner's status as a UTMB Faculty Physician and any pending change in a Deputy Medical Examiner's status as a UTMB Faculty Physician within a reasonable period prior to such change in status. Such notice shall include candidates that UTMB has recommended to replace the individual(s) serving in the affected role(s) that meet the relevant requirements of Article 49.25 and this Agreement. In the event the change in UTMB Faculty Physician status is a change instituted by UTMB, then "a reasonable period prior to such change in status" means within two (2) business days after UTMB's issuance of notice to the UTMB Faculty Physician or the business day before the end

date of the person's change of UTMB Faculty Physician status, ***whichever occurs earlier***. For purposes of this Agreement, notice by UTMB to the UTMB Faculty Physician affecting a pending change in status of such UTMB Faculty Physician shall be defined to include the correspondence that UTMB generates to the UTMB Faculty Physician of UTMB's intent to not renew the yearly (or otherwise) contract with the UTMB Faculty Physician or such other correspondence apprising the UTMB Faculty Physician of this change. In the event the change in UTMB Faculty Physician status is instituted by the UTMB Faculty Physician, then "a reasonable period prior to such change in status" means within five (5) business days after UTMB's receipt of correspondence from the UTMB Faculty Physician that the Physician is resigning, retiring, quitting, or otherwise leaving UTMB or the business day before the end date of the person's change of UTMB Faculty Physician status, ***whichever occurs earlier***.

d.) In the event a Deputy Medical Examiner's status as a UTMB Faculty Physician is terminated, regardless of whether the termination is voluntary or involuntary, wherein that Deputy Medical Examiner also was certified in Forensic Pathology by the American Board of Pathology, UTMB shall recommend a physician who meets the requirements of Article 49.25 and this Agreement for consideration by the Commissioners Court.

e.) In the event a Deputy Medical Examiner's status as a UTMB Faculty Physician is terminated, regardless of whether the termination is voluntary or involuntary, wherein that Deputy Medical Examiner was not certified in Forensic Pathology by the American Board of Pathology, then both UTMB and the County agree to confer with the Medical Examiner to assess whether a new appointment is necessary for the continued provision of services by the Medical Examiner's Office.

3.3 **Use of Resident Physicians**. In recognition of UTMB's status as a reputable medical school and provider of graduate medical education and in the furtherance of comprehensive training of future board-certified pathologists, the Parties agree that resident physicians doing their pathology residency at UTMB ("Residents") may be used to assist the Medical Examiner in the performance of the Medical Examiner's duties. However, no Resident shall be permitted to perform an autopsy on a decedent when there is a reasonable likelihood that the decedent was a crime victim. No Resident shall be permitted to perform an autopsy outside the presence and direct supervision of the Medical Examiner or a Deputy Medical Examiner. As well, should a Resident begin an autopsy on a decedent and, during the course of the autopsy, discover the decedent to be a likely victim of a crime, the Resident will immediately cease operations and notify the Medical Examiner, in order that the Medical Examiner or a Deputy Medical Examiner might both review the findings of the Resident prior to such discovery and the Medical Examiner or Deputy Medical Examiner, as applicable, shall continue the autopsy. In addition, the Criminal District Attorney or District Attorney, as applicable, of the county in which the crime victim was found will be notified immediately of such discovery.

3.4 **Support Staff**. UTMB shall provide the personnel necessary, in the reasonable professional judgement of the Medical Examiner, for the proper performance of the duties imposed on the Medical Examiner's Office under State law, including without limitation, Article 49.25. Such

persons may include trained technicians, officers, investigators, and clerical and administrative employees. UTMB is permitted to contract with third parties to act as Field Investigators.

3.5 **Restrictions on Outside Work**.

a. UTMB Policies and Procedures. The Medical Examiner, each Deputy Medical Examiner, and all other UTMB employees employed within the Medical Examiner's Office remain subject to UTMB's Institutional Handbook of Operating Procedures and such other policies and procedures that UTMB has promulgated for its employees and physicians.

b. Prohibition within Galveston County. The Medical Examiner and each Deputy Medical Examiner is prohibited from furnishing medical, consulting, expert witness, or other services outside of the Medical Examiner's Office in any legal proceeding relating to a death that falls within the jurisdiction of the Medical Examiner. UTMB shall provide training to its UTMB Faculty Physicians serving as the Medical Examiner and/or Deputy Medical Examiner relating to this requirement and its importance to the functioning of the justice system in Galveston County. This prohibition is a material term of the respective person's continued employment or retention within the Medical Examiner's Office and a violation of this prohibition shall result in the immediate termination of the person's employment or retention within the Medical Examiner's Office, and shall be grounds for the removal of appointment by the Commissioners Court. Notwithstanding the foregoing, for clarification, the prohibition in this Section 3.5(b) does not apply to unpaid consultation with other medical examiner offices or governmental entities.

c. Restriction outside Galveston County. The Medical Examiner and each Deputy Medical Examiner is prohibited from furnishing medical, consulting, expert witness, or other services relating to a death in which criminal charges are pending or reasonably anticipated or a criminal investigation is being conducted that is outside the jurisdiction of the Medical Examiner unless (i) such medical, consulting, expert witness or other service relates to that Medical Examiner or Deputy Medical Examiner's prior role as a medical examiner or deputy medical examiner in that jurisdiction, or (ii) they first obtain the express written consent of the County acting by and through is Contract Administrator. Such consent shall not be unreasonably withheld. This restriction is a material term of the respective person's continued employment or retention within the Medical Examiner's Office and a violation of this prohibition may result in the immediate termination of the person's employment or retention within the Medical Examiner's Office and grounds for removal of appointment by the Commissioners Court. Notwithstanding the foregoing, for clarification, the restriction in this Section 3.5(c) does not apply to unpaid consultation with other medical examiner offices or governmental entities.

d. Integrity of the Office. The Parties acknowledge that the provisions within this Article III, Section 3.5, are necessary in maintaining the credibility of the Medical Examiner's Office in the performance of its official duties.

Article IV. Autopsy Records

4.1 **Storage**. Regardless of where the autopsy is performed, records of all written Medical Examiner's Office autopsy reports, laboratory tests and reports, data, documents, x-rays, photographs, field

investigator reports, correspondence, magnetic recordings, or other tangible items from which a record may be accurately reproduced ("Autopsy Records") will be stored in the Medical Examiner's Office building as needed for immediate accessibility, and only as space allows. County will provide secure, climate controlled, off-site storage for all such Autopsy Records to which immediate accessibility is not needed or that exceed the storage capacity of the Medical Examiner's Office. To facilitate optimal utilization of space in the Medical Examiner's Office, Autopsy Records that are not needed for current usage by the Medical Examiner's Office shall be promptly stored off-site and physical evidence, including without limitation personal property of the decedent held by the Medical Examiner's Office, that is no longer required by the Medical Examiner's Office shall be promptly returned to the law enforcement agency conducting the criminal investigation unless the Criminal District Attorney's Office requests the evidence to be provided to the Criminal District Attorney's Office. UTMB shall advise the County when there is a need for such storage and shall make written request to the County for such storage as necessary for UTMB to comply with its obligation under this Agreement to maintain the Medical Examiner's Office building and facilities in a clean, neat, and orderly condition.

4.2 **Records Management**. The Medical Examiner is responsible for the managing, tracking, and preserving, on behalf of County, of all record management and storage tasks relating to Autopsy Records and the personal property of the decedent in the Medical Examiner's possession. The Medical Examiner shall perform record management tasks to preserve the records of all autopsies, laboratory tests, and other data produced during the term and any renewal term of this Agreement.

4.3 **County access**. County shall have ready access to County Autopsy Records as required for the purpose of prosecuting criminal cases or defending civil cases. The Medical Examiner may retain copies of Autopsy Records for the Medical Examiner's files.

4.4 **Public Information Act requests**. Autopsy Records are available to the public in accordance with the Public Information Act, which is codified as Chapter 552 of the Texas Government Code, and in accordance with Article 49.25. County shall provide legal services to the Medical Examiner in responding to any and all requests for public information related to County autopsies and County Autopsy Records. If a request for information under the Public Information Act is served upon UTMB, UTMB will promptly reply to the Requestor that UTMB is not the Officer for Public Information for the requested information by utilizing the following statement:

> "UTMB is in receipt of your request for information under the Public Information Act. However, your request is not properly served, as UTMB is not the Officer for Public Information for the information you have requested. To properly serve your request, it must be directed to the Galveston County Medical Examiner. The mailing and physical address for the Galveston County Medical Examiner is 1205 Oak Street, La Marque, TX 77568, and the facsimile number for the Galveston County Medical Examiner is (409) 770-5239."

The County, acting through its Galveston County Criminal District Attorney's Office (the "Criminal District Attorney"), shall work with the Medical Examiner's Office to promptly review Public Information Act requests received by the Medical Examiner's Office for deaths occurring within Galveston County and the associated requested information for deaths occurring within Galveston County. The Criminal District Attorney shall be responsible for any argument made to

the Texas Attorney General on such requests and, in the event the Attorney General's Office opines that information must be released, then the Criminal District Attorney shall be responsible for the subsequent release to the Requestor or for pursuing other legal actions in the event it wishes to continue to withhold requested information. The Medical Examiner shall immediately notify the Criminal District Attorney whenever a Public Information Act request is received requesting records relating to autopsies that are also being criminally investigated, in order to determine whether the Criminal District Attorney objects to the release of the requested information and which further affords the Criminal District Attorney the opportunity to intervene in the request to assert objection(s) to release. In the event the Criminal District Attorney objects to the release of requested information, the Medical Examiner shall cooperate with the Criminal District Attorney in seeking a decision from the Texas Attorney General about whether the information is excepted from disclosure. The legal services to be provided by the County in this event shall be performed by the Criminal District Attorney.

4.5 **Return of records**. At the date of expiration or early termination of this Agreement, the Medical Examiner shall release to County all Autopsy Records produced and maintained by the Medical Examiner. Should the Medical Examiner desire, the Medical Examiner may retain a copy of the Autopsy Records.

4.6 **Retention and Disposal**. The Medical Examiner shall retain records and evidence that is: 1.) required to be retained by law, and 2.) requested to be retained by the Criminal District Attorney. The Medical Examiner shall, from time to time, but not less than annually, inventory its records and evidence and dispose of those records and evidence not subject to required retention in accordance with rules promulgated by the Texas State Library and Archives Commission, Local Schedule PS. In conducting the disposal of records and evidence, the Medical Examiner shall, in sequential order: prepare a written inventory of the items proposed for disposal; provide the inventory to the Criminal District Attorney which shall then review the list and remove from the list those items that the Criminal District Attorney requests for continued retention; dispose of those items remaining on the list after the list's review by the Criminal District Attorney, and such disposal must be in accordance with requirements of the Texas State Library and Archives Commission, the Local Government Records Act, and all other applicable laws and regulations governing such disposal. The Medical Examiner shall prepare and maintain detailed records of the disposal, which shall include a description of the record/evidence disposed, the legal matter with which such record/evidence is associated, and the date and manner of disposal. Provided however, that disposal of evidence that is biological waste/specimen(s) is further discussed in Article VII of this Agreement.

4.7 **Records of private autopsies and views**. In the event the Medical Examiner or a Deputy Medical Examiner conducts private autopsies or Views through the Medical Examiner's Office, the records of such autopsies and Views shall be maintained and handled in accordance with legal requirements applicable to County records. The Medical Examiner is a County-appointed office authorized under State law, and records of all autopsies constitute County records. As such, UTMB and the Medical Examiner shall handle and maintain such records in accordance with requirements applicable to County records. Private Autopsies are further discussed in Article VIII of this Agreement, and defined in Section 8.1 of this Agreement.

Article V. Duties of the Medical Examiner

5.1 **Provision of Medical Examiner Services**. Through its UTMB Faculty Physicians serving as the Medical Examiner and Deputy Medical Examiners and through its UTMB employees employed within the Medical Examiner's Office, UTMB shall furnish services in a manner consistent with the standard of care for the operation of a forensic pathology office. UTMB shall be responsible for ensuring that the UTMB Faculty Physicians and UTMB employees employed within the Medical Examiner's Office have sufficient time, expertise, and support committed to fulfilling the Medical Examiner's duties.

5.2 **Statutory Duties**. The Medical Examiner, in accordance with State and/or Federal law as applicable, performs the duties and assumes the responsibilities required of a medical examiner; compliance with State and/or Federal law as applicable means as the laws presently exist and as such, laws may be amended or enacted in the future. Laws prescribing duties and responsibilities to a medical examiner include, but are not limited to, the following statutory provisions and any implementing regulations or ordinances thereto:

Texas Code of Criminal Procedure, Article 49.25;
Texas Family Code, Chapter 264 (relates to child fatality review and investigation);
Texas Government Code, Chapter 552 (the Public Information Act);
Texas Health and Safety Code, Chapter 81 (the Communicable Disease Prevention and Control Act);
Texas Health and Safety Code, Chapter 88 (relates to childhood lead poisoning);
Texas Health and Safety Code, Chapter 671, Subchapter B (relates to autopsy reports);
Texas Health and Safety Code, Chapter 672 (relates to adult fatality review and investigation);
Texas Health and Safety Code, Chapter 673 (relates to sudden infant death syndrome);
Texas Health and Safety Code, Chapter 693 (relates to removal of body parts or tissue); and
Texas Occupations Code, Chapters 151-160 (within the Medical Practice Act).

5.3 **Autopsies**.

a. Inquests and Autopsies. In accordance with Article 49.25, the Medical Examiner is authorized to conduct inquests, including without limitation, performing autopsies. Autopsies will be performed on victims of crime whose remains are discovered within Galveston County and on persons who die within Galveston County in circumstances requiring an autopsy and in accordance with Article 49.25, §§ 6, 9. If the Medical Examiner conducts an inquest hearing, the Medical Examiner shall make and keep complete and permanent records of all inquest hearings, which such records must include the information required under Article 49.15 of the Code of Criminal Procedure.

b. Autopsy Report. In accordance with Article 49.25, § 9(a), if the cause of death shall be determined beyond a reasonable doubt, the Medical Examiner shall file a report thereof setting forth specifically the cause of death with the district attorney or criminal district attorney of the county in which the death occurred, and thus under this Agreement, with the Galveston County Criminal District Attorney. All autopsies shall determine the cause and manner of death to the extent such can be ascertained. The autopsies shall be completed and the subsequent reports generated as expeditiously as possible under the circumstances associated with the autopsy. If in the opinion of the Medical Examiner, an autopsy is necessary, or if such is requested by the

Criminal District Attorney, the autopsy shall be immediately performed by the Medical Examiner or a Deputy Medical Examiner.

c. Limited Autopsy/View. In those cases where a complete autopsy is deemed unnecessary by the Medical Examiner to ascertain the cause of death, and unless requested otherwise by the Criminal District Attorney, the Medical Examiner may perform a limited autopsy involving the taking of blood samples or any other samples of body fluids, tissues or organs ("View"), in order to ascertain the cause of death or whether a crime has been committed.

d. Documentation. Autopsies or Views shall be fully documented through the use of high-resolution digital photography and laboratory analysis of tissue and other samples deemed necessary by the Medical Examiner, or when requested by the Criminal District Attorney. Each autopsy or View, as applicable, shall be reduced to a written report setting forth the findings in detail that shall be filed with the Criminal District Attorney's Office.

e. Unidentified Persons. A postmortem examination on an unidentified person shall include the information required under Section 9(b) of Article 49.25.

f. Requests from District Attorney. The Medical Examiner shall comply with any reasonable service request of the Galveston County Criminal District Attorney or any other district attorney or criminal district attorney for whom the Medical Examiner's Office is providing services, including but not limited to requests to provide additional Deputy Medical Examiner participants in an autopsy, perform particular tests, or create additional documentation of a Medical Examiner's Office's investigation. The County shall be responsible for any reasonable costs associated with the additional participant, testing or documentation requests made by the County's Criminal District Attorney.

5.4 **Location of performance of autopsy**. Generally, autopsies and Views will be performed in the Galveston County Medical Examiner's Office building, which at the time of the execution of this Agreement is located at 1205 Oak Street, La Marque, TX 77568. If a person dies at UTMB or if in the opinion of the Medical Examiner the autopsy or View would be more effectively performed at UTMB, the autopsy or View may be performed at UTMB. Autopsies and Views performed at UTMB will be done at no additional cost to the County and will for all purposes under this Agreement, including funding formulas, be treated as if they had been done at the Medical Examiner's Office building.

5.5 **CDPCA**. The Medical Examiner, in accordance with the requirements of the Communicable Disease Prevention and Control Act (CDPCA), codified at Chapter 81 of the Texas Health and Safety Code, shall report confirmed and suspected communicable diseases and reportable health conditions to the Executive Director of the Galveston County Health District (District), and will cooperate with the District's health authorities and epidemiologists in public health investigations of reportable conditions.

5.6 **Use of accredited crime laboratory for forensic analysis**. In the event the Medical Examiner in the exercise of its discretion submits specimens to an outside laboratory for usage in criminal action(s), the Medical Examiner shall submit such samples only to a laboratory(ies) that is/are an accredited crime laboratory(ies) and in compliance with requirements of Article 38.35 of the Code

of Criminal Procedure, which such provisions require accreditation by the Texas Forensic Science Commission.

5.7 **Court appearances**.

a. Critical Function. Appearance during court hearings and trials is a critical function of the Medical Examiner's Office. The Medical Examiner and the Deputy Medical Examiners shall cooperate, to the full extent of the law, with the Criminal District Attorney, counsel retained to represent the County in civil suits, and with any law enforcement agency(ies) having jurisdiction over a given case.

b. Court appearances. The Medical Examiner, or if appropriate, the Deputy Medical Examiners and/or field investigators, will appear as necessary during Grand Jury proceedings, depositions, court hearings, and trials in any civil or criminal Galveston County case ("proceedings"). Such appearances will be limited to those cases for which the Medical Examiner or Deputy Medical Examiner, as applicable, performed the autopsy or consulted on the autopsy, and to those cases in which the Field Investigator performed the field investigation in the case. The Criminal District Attorney and the County's retained counsel are each authorized to request such appearances. Whenever reasonably possible, the Medical Examiner or the Deputy Medical Examiner who performed the autopsy and the field investigator who performed the field investigation should be readily available for the criminal proceedings or proceedings involving the County.

c. Fees for court appearances.

1.) In accordance with Section 13A(a),(b) of Article 49.25, the Medical Examiner's Office is authorized to charge reasonable fees for services provided by the Medical Examiner's Office, including cremation approvals, court testimonies, consultants, and depositions, provided that the amount of the fees have been approved by the Commissioners Court of Galveston County. The fees may not exceed the amount necessary to provide the services. Notwithstanding the foregoing, and in accordance with Section 13A(c) of Article 49.25, no fee may be assessed against the Criminal District Attorney or a County office for such services. UTMB shall provide a list of such fees at least thirty (30) calendar days prior to proposed implementation of such fees to allow time for review and consideration by the Commissioners Court. UTMB shall provide the list to the Contract Administrator, or if no Contract Administrator has been designated by the Commissioners Court, then UTMB shall provide the list to the Budget Officer. The Contract Administrator or the Budget Officer, as applicable, shall expeditiously place consideration of the fees on the Commissioners Court agenda.

2.) In the event of litigation where neither the County nor the State of Texas is a party to the cause of action, the Medical Examiner's Office may charge a reasonable and customary fee in connection with the Medical Examiner's participation in the proceeding, provided that the Commissioners Court has approved the fee in advance.

3.) In the event the Criminal District Attorney or the County's retained counsel request the services of a fee based expert witness who is not or was not a UTMB Faculty Physician or

UTMB employee that performed services within the Medical Examiner's Office in a case, the County agrees to reimburse UTMB promptly for UTMB's actual and verified expenses related to procuring those services in the case; provided however that this authorization does not extend to or include an expert witness from the laboratory/entity providing post-mortem toxicology services. In the event the Medical Examiner has requested such laboratory/entity to provide post-mortem toxicology services and, at a later date, either the County's retained counsel or the Criminal District Attorney request the services of an expert witness from the provider of the post-mortem toxicology services, the County agrees to reimburse UTMB for such laboratory/entity's expert testimony up to a maximum of one thousand dollars ($1,000) plus reasonable travel expenses in keeping with UTMB's travel policy per event or such other amount as the County and UTMB may mutually agree in advance of the provision of such services.

4.) In the event of litigation where the Medical Examiner or Deputy Medical Examiner, as applicable, who performed the autopsy is no longer a UTMB Faculty Physician, UTMB employee, or in any other way under a continued contractual or employment relationship with UTMB (collectively "Former Medical Examiner"), and the Criminal District Attorney requests the testimony of the Former Medical Examiner or Deputy Medical Examiner, as applicable, then the County shall pay the reasonable costs associated with obtaining such testimony as provided in **Exhibit C**; provided however, that the County must consent before those costs are incurred. Such fees are to be paid by the County to the Former Medical Examiner or Deputy Medical Examiner, as applicable. For clarity, this payment obligation of the County applies only to cases being prosecuted by the Galveston County Criminal District Attorney or cases involving the County of Galveston as a party and does not extend to other counties or other governmental entities. Pursuant to the terms of this Agreement and with no additional costs, UTMB shall offer the services of a currently UTMB-employed Medical Examiner or Deputy Medical Examiner to testify regarding the case of a Former Medical Examiner in lieu of the testimony services of the Former Medical Examiner should the County so request.

5.8 **Supervision within Medical Examiner's Office**. The Parties acknowledge and agree that the Medical Examiner shall supervise and direct the Deputy Medical Examiners, Residents, if any, and staff (including scientific experts, trained technicians, field investigators, and clerical/administrative personnel) performing services within the Medical Examiner's Office. Notwithstanding the foregoing, the Parties acknowledge and agree that the UTMB Faculty Physicians performing services hereunder and the remaining UTMB employees working within the Medical Examiner's Office remain subject to UTMB policies and procedures applicable to UTMB employees and UTMB Faculty Physicians.

5.9 **Professional Judgment**. The Parties acknowledge and agree that the Medical Examiner (including Deputy Medical Examiners when applicable) will perform all services and duties required of a medical examiner and exercise all discretionary powers in a manner consistent with the applicable cannons of forensic medicine, professional ethics, and their best professional judgment.

5.10 **Field Investigations**. UTMB shall make arrangements to ensure that field investigators will be on call 24 hours a day, 365 days a year. The Medical Examiner, Deputy Medical Examiner, or a

field investigator will investigate the scene of every unattended death. At least one field investigator will be physically located on Bolivar Peninsula. If a vacancy arises in the position of field investigator stationed on Bolivar Peninsula, the County will assist UTMB in the recruitment of a replacement field investigator to be located on Bolivar Peninsula; until the replacement field investigator located on Bolivar Peninsula is retained or hired, as applicable, UTMB will provide on-call field investigators to respond to an unattended death(s) on Bolivar Peninsula.

5.11 **Personal Property of Decedent**. UTMB shall make arrangements to ensure that personal property accompanying decedents to the Medical Examiner's Office is properly recorded and tracked. Decedents transported to the Medical Examiner's Office are sometimes accompanied with clothing, jewelry, watches, and other personal property that was on the decedent at the time of the decedent's death. The Medical Examiner's Office shall create a record documenting what personal property has come into the Medical Examiner's possession with each decedent and document the chain of custody. In the event the personal property relates to a criminal case, the Medical Examiner's Office shall promptly notify the investigating law enforcement agency so that the investigating law enforcement may promptly take possession of the evidence, which shall be documented in chain of custody. The Medical Examiner's Office shall also notify the Criminal District Attorney of the transfer of custody of the personal property and provide it with a copy of the chain of custody detailing the property and the property's transfer. In the event the personal property does not relate to a criminal investigation, the Medical Examiner's Office shall promptly release the personal property to the decedent's family or the funeral home that is taking possession of the body. The records documenting what personal property was with the decedent and subsequent transfer of the property shall be retained by the Medical Examiner's Office within its file on the decedent. The prompt transfer of custody of such personal property facilitates efficient utilization of storage space within the Medical Examiner's Office building and minimizes risk of loss.

Article VI. Medical Examiner's Building

6.1 **Building and Equipment**. County will provide its Medical Examiner's Office Building ("Building") located at 1205 Oak Street, La Marque, to the Medical Examiner, including the Medical Examiner's Deputies and staff. It is recognized that the Medical Examiner and Deputy Medical Examiners are UTMB Faculty Physicians, the staff are UTMB employees, and the Residents are likewise affiliated with UTMB. Thus, UTMB shall have a reasonable right of access for purposes of the management of its UTMB Faculty Physicians, UTMB employees, and UTMB Residents. County has heretofore furnished the equipment, furniture, and other items required by the Medical Examiner to perform the Medical Examiner's duties. UTMB has also provided equipment and items required by the Medical Examiner's Office. Upon request by the County, UTMB shall furnish an inventory of UTMB's equipment and items within the Building.

6.2 **Utilities and Services**. County shall be responsible for payment of the following Building utilities and services: electricity, gas, water, sewer, normal refuse collection (excluding medical waste), telephone, and alarm monitoring systems. The County shall be responsible for the payment of janitorial services within the office/administrative area in the front of the Building. County will also be responsible for payment of storage costs and freezer alarm costs for specimens located within the Building.

6.3 **Repairs**. County will be responsible for repairs and upkeep of the Building and parking lot. UTMB shall maintain the Building in an orderly, clean, and neat condition and shall be responsible for cleaning and janitorial of the areas of the Building that are not the office/administrative area. UTMB will advise the County of any deficiencies in janitorial services in the office/administrative area within the Building to enable the County to correct such deficiencies. UTMB will advise the County in writing of damage or disrepair to the Building to enable the County to correct such deficiencies.

6.4 **Property damage**. County will obtain property damage insurance insuring the Building and contents in such amounts the County deems reasonable, including without limitation, that the County may self-insure the Building and contents.

6.5 **County access**. County shall have such access to the Building as is reasonable and necessary to accomplish inspection, maintenance, and inventory of County-owned fixtures and other County-owned equipment and furnishings. UTMB and the Medical Examiner acknowledge that the County has a continued right of ingress, egress, and access to, from, and within the Building and parking lot.

6.6 **UTMB systems and equipment**. UTMB shall provide computers and related software to utilize in the operation of the Medical Examiner's Office. Notwithstanding the foregoing, UTMB and the Medical Examiner acknowledge that records generated and stored on such systems relating to the Medical Examiner's Office are records of a County office and are to be treated in accordance with such status. UTMB may install such physical installations it sees fit so long as such installation does not damage the structural or environmental integrity of the Building.

Article VII. Human Remains and Medical Waste

7.1 **Transportation of Human Remains**.

a. County transport. In the event the County needs to transport human remains, the County has a contract with a third party for such services. That contractor shall provide pick-up and handling of human remains from accident sites, homes, or other locations where death occurs or is discovered in Galveston County. The contractor will transport the remains to the Building when required to determine or investigate the cause of death. The contractor provides these services 24 hours a day, 7 days a week, including weekends and holidays. The Medical Examiner will provide the contractor with ready access to the Building in order to enable delivery of remains at any time of day. Third parties who utilize the services of the Medical Examiner's Office (i.e., other counties or governmental entities) shall provide their own transportation services. In no event shall the County be responsible for the transport of human remains for third parties, nor shall the County be responsible for the provision of any body bags, supplies, or materials necessary or incidental to transport of human remains for third parties.

b. Medical Examiner authorization. Notwithstanding the foregoing, the Parties acknowledge and agree that no body shall be disturbed or removed from the position in which was found except in accordance Article 49.25 of the Code of Criminal Procedure.

7.2 **Compliance with storage, transport, and disposal laws and regulations, and prohibition on use for research**. The Medical Examiner will comply with all Federal and State laws and regulations regarding labeling, packaging, storing, transporting, tracking, and disposing of medical waste, other waste and human remains, samples and specimens generated by the Medical Examiner's Office. UTMB shall be responsible for and shall provide the services for the transport and disposal of medical waste, other waste and human remains, samples, and specimens generated by the Medical Examiner's Office under this Agreement. UTMB acknowledges that no human remains, samples, specimens, waste, or medical waste may be provided or used for science, research, experimentation, or like purpose, unless the prior written consent of the executor of the estate, executrix of the estate, or surviving family member of the decedent, as applicable, with the requisite legal authority to provide such consent has been obtained and copies of such written consent have been provided to the Contract Administrator.

7.3 **Specimen retainage**. Specimens that are retained greater than one year by the Medical Examiner as part of the standard competent practice of forensic pathology shall be disposed of at an interval determined by the Medical Examiner after consultation with the Criminal District Attorney to determine the need to continue to retain the specimens. In the retention and disposal of specimens, the Medical Examiner shall comply with Article IV, § 4.6 of this Agreement, including without limitation, that the Medical Examiner shall create and maintain logs and records describing the disposed specimens and showing that such specimens are disposed of in accordance with applicable State and/or Federal requirements and the terms of this Agreement.

Article VIII. Non-County (Private) Autopsies

8.1 **Private (or Non-County) Autopsies**. For purposes of this Agreement, the term "private autopsy" means an autopsy or View:

a. performed for a county other than Galveston County;
b. performed for a governmental entity other than a county;
c. performed at the request of any individual or entity on an individual who died outside Galveston County; or
d. performed on an individual who died within Galveston County whose death would not otherwise be investigated as required by the Texas Code of Criminal Procedure or other applicable State law.

8.2 **Private autopsy revealing criminal aspects**. In the event an autopsy or View reveals that criminal aspects may have caused the individual's death, the Medical Examiner shall immediately notify the District Attorney or Criminal District Attorney, as applicable, of the county in which the victim was found of such findings.

8.3 **Autopsies and Views for other counties or other governmental entities**. The Parties acknowledge and agree that UTMB has entered into and may hereafter enter into forensic services agreements, on behalf of its Department of Pathology, to perform autopsies and Views for other counties or other governmental entities or agencies wherein such autopsies and Views may be performed by a UTMB Faculty Physician acting as Medical Examiner or Deputy Medical Examiner. The Parties agree that UTMB may perform such services for other counties and other governmental entities so as long as UTMB employs sufficient personnel to adequately service

these additional counties and other governmental entities without adversely impacting the services to be provided to Galveston County and provided that UTMB obtains the prior consent of the Galveston County Commissioners Court to each such agreement. At the time of the execution of this Agreement, UTMB has such forensic pathology services agreements with Brazoria County, Fort Bend County, Matagorda County, and Montgomery County and Galveston County consents to these four named forensic pathology services agreements. No additional agreements with other counties or other governmental entities shall be entered into without County's consent, which will not be unreasonably withheld. The County recognizes that utilization of UTMB's forensic services by other counties creates economies of scale that can provide efficiencies that benefit the County. The County's consent to these or other agreements with other counties or other governmental entities or agencies may be revoked upon one hundred twenty (180) days' advance written notice to UTMB.

Article IX. Costs, Compensation, Financial Records

9.1 **Compensation**

a. Compensation for services. For services performed by the Medical Examiner, Deputy Medical Examiner(s), and staff employed on their behalf, the County will pay UTMB in accordance with the terms of this Agreement. UTMB shall submit invoices to the County no more than monthly but no less than quarterly. Each payment shall be paid in accordance with provisions of Texas Government Code Chapter 2251, commonly called the Texas Prompt Pay Act. All payments shall be made payable to UTMB and mailed to the following:

The University of Texas Medical Branch at Galveston
Post Office Box 4786-750
Houston, Texas 77210-4786

b. Determination of Costs.

1.) **Not to Exceed**. The maximum amount of compensation and reimbursement that may be paid hereunder by the County shall not exceed the maximum anticipated volume of autopsies and views for the County fiscal year multiplied by the current rate of charges for such services ("Annual Threshold Amount"), without an amendment to this Agreement as described herein. The Annual Threshold Amount during the Term of this Agreement shall be as follows for the respective fiscal year(s): FY26 $1,151,000; and FY27 $1,235,000. Provided however, that the Annual Threshold Amount is not a guarantee of payment of such amount in a given fiscal year as the Agreement is based on compensation per autopsy performed and per view performed. In addition, UTMB shall provide written notice to the County's Contract Administrator, or the Budget Officer in the event of a vacancy in the Contract Administrator position, when the compensation within the fiscal year hereunder reaches an amount equal to the Annual Threshold Amount minus $100,000.00 (i.e., within $100,000.00 of reaching the Annual Threshold Amount), at which time the Parties may choose to enter into an amendment to this Agreement based on the determination that additional funds beyond the Annual Threshold Amount are necessary in order for this Agreement to continue to be funded

through its term. Nothing herein shall obligate either Party to enter into such amendment. To the extent, the County does not agree to an Amendment, UTMB may terminate this Agreement on thirty (30) days' written notice. The County shall be responsible for the payment of services furnished by UTMB until the termination date, notwithstanding the Annual Threshold Amount.

2.) **Charges**. The County shall pay UTMB as follows:

a.) Fiscal year 2026
   i. The County shall pay Two Thousand Nine Hundred Twenty-Eight Dollars and No Cents ($2,928.00) for each autopsy performed on behalf of Galveston County in fiscal year 2026; and
   ii. The County shall pay Nine Hundred Seventy-Three Dollars and No Cents ($973.00) for each determination of death in which an autopsy is not performed in fiscal year 2026.

b.) Fiscal year 2027
   i. The County shall pay Three Thousand Forty-Five Dollars and No Cents ($3,045.00) for each autopsy performed on behalf of Galveston County in fiscal year 2027; and
   ii. The County shall pay One Thousand Twelve Dollars and No Cents ($1,012.00) for each determination of death in which an autopsy is not performed in fiscal year 2027.

3.) **Credits**.

a.) UTMB shall credit the County as follows:

   i. Autopsy credit. For each autopsy performed by the Medical Examiner's Office, UTMB shall pay to the County Two Hundred Dollars and No Cents ($200.00) for each autopsy performed by the Medical Examiner's Office pursuant to its agreements with other governmental entities (excluding UTMB) or counties as described in Section 8.3 herein that is a full autopsy;

   ii. View credit. For each View performed by the Medical Examiner's Office, UTMB shall pay to the County Sixty-Two Dollars and No Cents ($62.00) for each view performed by the Medical Examiner's Office pursuant to its agreements with other governmental entities (excluding UTMB) or counties as described in Section 8.3 herein that is not a full autopsy (i.e., wherein the determination of death was not made subsequent to a full autopsy); and

   iii. To the extent UTMB establishes other Medical Examiner Office services (beyond the autopsy and views) from any party other than the County, UTMB shall pay the County Ten Percent (10%) of all such payments UTMB receives for such services performed by or through the Medical Examiner's Office. Such additional services include, but are not limited to, cremation requests, laboratory testing, and other

technical services and reports generated through the Medical Examiner's Office, and expert witness testimony pursuant to its contracts with other governmental entities or counties as described in Section 8.3, to the extent UTMB receives separate payment for rendering such services by or through the Medical Examiner Office.

b.) UTMB Payments Applied as Credits. UTMB's payments to the County described in subsection 3(a)i-iii above shall be made to compensate the County for providing its Building and operational overhead in connection with the provision of such services and shall be due regardless of where autopsies are performed. Any autopsy or related death determination or medico-legal services performed, in whole or in part, by the Medical Examiner, Deputy Medical Examiner(s), and/or staff of the Medical Examiner's Office on behalf of other governmental entities (excluding UTMB) or counties shall be considered to have been performed by the Medical Examiner's Office. These payments are to be made by applying them as credits against the charges assessed to the County. Accordingly, UTMB shall bill the County on an itemized basis, and invoices shall show the itemization of charges, credits, and the net of charges to the County less the credits to the County. With respect to each charge to the County for an autopsy or view, UTMB shall furnish the decedent name, Medical Examiner record number, and date the autopsy or view, as applicable, was performed on the invoice for such charge.

c. Catastrophic Event. In the event of a natural disaster, man-made disaster, or other large-scale emergency resulting in mass fatalities, the Parties agree to work together to secure assistance to the extent commercially reasonable from neighboring county medical examiners, local physicians, or other entities capable of providing medical examiner services for deaths due to the natural disaster, man-made disaster, or large-scale emergency. Further, the Medical Examiner agrees that when the Medical Examiner's Office's resources are overwhelmed by such a mass-fatality event, the Medical Examiner shall request assistance from the federal disaster mortuary operational response teams (DMORT). The Parties acknowledge and agree this Agreement and the provision of medical examiner services must be paid for with current funds and thus is subject to the appropriation and/or allocation, as applicable, of funds by the County and by UTMB. Such a mass-fatality event is not within the current appropriation and/or allocation of funds. Notwithstanding the foregoing, as a pre-positioned contract, the County agrees to pay those additional reasonable and necessary costs incurred by UTMB to provide for the continued provision of medical examiner services in the response to and/or recovery from a natural disaster, man-made disaster, or other large-scale emergency resulting in mass fatalities.

9.2 **Annual reconciliation of expenses**. The Parties agree that this Agreement should be evaluated on an annual basis with regard to the expenses and revenues of the Medical Examiner's Office. The Parties agree that a goal of this Agreement is to ensure that the Medical Examiner's Office is operated, and UTMB is compensated for such operation, in a commercially reasonable manner. In light of this goal, the Parties agree to review expenses and revenues in the annual contract review. An accounting of the information required herein will be provided upon request to the Contract Administrator on a timely basis prior to the consideration of any renewal of this Agreement or any subsequent agreement; or, in the event a Contract Administrator has not been designated by the Commissioners Court, then the information shall be so provided to the Budget Officer.

9.3 **Financial records**. UTMB shall maintain the necessary financial records to support the expenditure of the funds paid by the County and the operation of the Medical Examiner's Office. UTMB shall maintain records of all revenues and expenses of the Medical Examiner's Office, the nature and quantity of services performed through the Medical Examiner's Office, the customers for whom such work was performed, and the terms and conditions under which such work was performed.

a. Access. The County shall have the right of access to the financial records, copies thereof being sufficient, for budget, planning, and general management purposes. UTMB acknowledges that the Medical Examiner's Office is a statutorily created County office, and all records created, received, or maintained in connection with the operation of the Medical Examiner's Office must be made available to the members of the Galveston County Commissioners Court or their designees.

b. Review and Audit. The County Auditor or the County Auditor's designee shall have the right to audit these records for up to three (3) years after the close of the County's 2026 fiscal year (September 30, 2026) or up to three (3) years after the closure of any subsequent County fiscal year that this Agreement relates to, whichever occurs later. The County shall examine the records during normal business hours (i.e., 8 a.m. to 5 p.m., Monday through Friday) at UTMB's primary business location or any other location within Galveston County that is more convenient to the County Auditor. Copies of any records will be provided to the County Auditor upon request at no charge. UTMB shall promptly (within ninety days of receipt of any auditor report from the County) respond to any discrepancies noted by the County Auditor.

c. Retention and Right of Auditor under Major Disasters Expanded. Notwithstanding anything to the contrary herein including but not limited to the foregoing Subsection 9.3(b), the Parties agree that UTMB shall retain and afford the County Auditor, or the County Auditor's designee, the records associated with autopsies and views and their respective costs, performed on victims of any disaster that has been declared by the President of the United States as a major disaster under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, for at least ten (10) years from the closure of such disaster or as required by Federal law, whichever period is longer.

9.4 **Reporting**.

a. Documentation related to costs. UTMB and the Medical Examiner shall provide the County with such information that is reasonably required by the County, acting by and through its Contract Administrator and/or its County Auditor, to make a factual determination regarding the financial and operational performance of the Medical Examiner's Office. Such information shall include, but is not limited to, providing the County Auditor with that portion of the UTMB approved budget relating to the Medical Examiner's Office and all anticipated costs and revenues thereunder. In the event the budget discloses any information that is not open under a general right of access, then UTMB may redact such information and provide a redacted copy to the County Auditor. This information will be provided to afford the County the opportunity to fulfill its obligations of funding of the Medical Examiner's Office in accordance with Article 49.25 of the Code of Criminal Procedure. To further satisfy this obligation, UTMB also shall

provide the County Auditor with the actual revenues and expenses at the end of the fiscal year during which services were performed within the Medical Examiner's Office; this obligation shall survive termination of this Agreement.

b. Quarterly reporting. UTMB and the Medical Examiner shall provide upon request by County, acting through its Contract Administrator or Budget Officer, quarterly reports showing the autopsies and the Views performed in the immediately preceding three-month period. The quarterly report shall be provided to the County Auditor and to the Contract Administrator, or in the absence of a Contract Administrator then to the Budget Officer. Quarterly reporting shall, minimally, list: each autopsy performed the general scope of such autopsy (i.e., invasive autopsy, non-invasive determination of death, etc.), each View performed, and the information showing the name of each decedent, the Medical Examiner's record/file number associated with the decedent, and the respective entity for which the autopsy or View was performed. Required reporting shall begin on the expiration of the first quarter after the effective date of this Agreement and the obligation to continue such reporting shall survive the termination date of this Agreement until the reporting of the autopsies performed in the last quarter hereunder has been provided to the County.

Article X. Remaining Terms and Conditions

10.1 **Work Review**. UTMB shall review and control work-quality at the Medical Examiner's Office in a manner consistent with applicable national standards for operating a forensic medical office. The cases handled by the Medical Examiner's Office may be subject to privileged peer review by UTMB. UTMB acknowledges that legal confidentiality requirements associated with the criminal investigations conducted by the Medical Examiner's Office prohibit the dissemination of case information, including but not limited to autopsy records, to persons not directly participating in operating or directing the Medical Examiner's Office.

10.2 **Indemnification**

a. Indemnification by County. To the extent authorized by the laws and Constitution of the State of Texas, County agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of County or the County's officers, agents, or employees.

b. Indemnification by UTMB. To the extent authorized by the laws and Constitution of the State of Texas, UTMB agrees to hold the County, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or the UTMB's officers, agents, or employees.

10.3 **Insurance.** UTMB represents and warrants to County that UTMB shall maintain in full force and effect during the term of this Agreement self-funded professional liability coverage for the

Medical Examiner and Deputy Medical Examiners, which such coverage is known as The University of Texas System Medical Malpractice Self-Insurance Plan. Under no circumstances will the County be liable for an act of a UTMB Faculty Physician, UTMB physician, Resident, official, employee, or agent. Under no circumstances will UTMB be liable for an act of a County official, employee or agent.

10.4 **Force Majeure**. Neither UTMB nor County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material, or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of UTMB or County and which by the exercise of due diligence neither UTMB nor County is able, wholly or in part, to prevent or overcome. This provision shall not limit the Medical Examiner's duty to make every available effort to provide medical examiner services in the event of a natural or man-made disaster.

10.5 **Amendments**. This Agreement may be amended only by written instrument duly authorized and executed by each Party hereto.

10.6 **Notice**. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Notice to UTMB:

The University of Texas Medical Branch at Galveston
Executive Vice President and Chief Financial Officer
301 University Boulevard
Route Number 0128
Galveston, Texas 77555-0128

With copy to:

Assistant Director, Department of Pathology
The University of Texas Medical Branch at Galveston
301 University Boulevard
1.116 Keiller Building
Galveston, Texas 77555-0609

Notice to County:

Galveston County Judge
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550

With copy to:

Chief Financial Officer/Budget Officer
Galveston County Professional Services Department
Galveston County Courthouse
722 Moody, 3rd Floor
Galveston, Texas 77550

10.7 **Term/Termination**. Regardless of the date of execution of this Agreement, this Agreement shall be in effect from September 1, 2025 through August 31, 2027, unless terminated earlier as provided herein. A Party may terminate this Agreement for any reason or for convenience by giving the other Party a minimum of ninety (90) days prior written notice of intent to terminate. In the event the County exercises its authority to revoke its previously granted consent to UTMB's contracts with other governmental entities or counties pursuant to Section 8.3 of this Agreement, UTMB shall have the right to terminate this Agreement upon giving a minimum of ninety (90) days prior written notice of intent to terminate.

10.8 **Assignment**. Neither Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party.

10.9 **Governing law and venue**. This Agreement is governed by the laws of the State of Texas. Venue for any action arising out of this Agreement shall lie exclusively in Galveston County, Texas.

10.10 **Mediation**. Any disputes that may arise between the Parties as to any provision of this Agreement may be submitted to nonbinding mediation.

10.11 **Severability**. If any provision contained in this Agreement is held to be invalid by a court of competent jurisdiction for any reason, such invalidity shall not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

10.12 **Waiver**. No waiver of any default by the County in the performance of UTMB will constitute a waiver of any subsequent default.

10.13 **Independent Contractor**. UTMB recognizes that it is engaged as an independent contractor and acknowledges that County will have no responsibility to provide benefits that are associated with employee status. UTMB, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County, and that it will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits.

10.14 **Earlier contract**. This Agreement replaces the agreement entered into between the Parties effective September 1, 2023 in its entirety.

10.15 **HIPAA Compliance**. County agrees to keep private and to secure any information provided by UTMB that is considered either Individually Identifiable Health Information (IIHI) by the

Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C.A. § 1320d through d-8 (HIPAA) and amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), or Protected Health Information (PHI) as promulgated in 45 C.F.R. Part 164 (HIPAA Privacy Regulations) and 45 C.F.R. Part 142 (HIPAA Security Regulations). County agrees to only use and disclose PHI as required to perform the services outlined in this Agreement, which may include the proper management and administration of the Agreement and County may provide data aggregation services to the health care operations of UTMB. County will not use or further disclose PHI other than as permitted under this Agreement and County will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by the Agreement. County agrees to promptly notify UTMB of any use or disclosure of PHI not provided for in this Agreement. County agrees to notify UTMB of its corrective actions to cure any breaches as soon as possible. County understands that UTMB may terminate this Agreement immediately if County's actions are not successful in remedying the breach and UTMB may report the problem to the Secretary of Health and Human Services. County shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions outlined in this Agreement. County agrees to follow 45 C.F.R. §§ 164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI), and 164.528 (Accounting of Disclosures of PHI) of the HIPAA Privacy Regulations. County agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by UTMB available to the Secretary of Health and Human Services or UTMB for purposes of determining the County's compliance with the HIPAA Privacy Regulations. After County has completed working with or using PHI provided by UTMB, County agrees to return or destroy all PHI if feasible and if not feasible County agrees to continue to protect the PHI from wrongful uses and disclosures. If County decides to destroy PHI provided by UTMB under this Agreement, County will keep a record of the proper destruction or provide UTMB with notice and certification of proper destruction of PHI.

10.16 **Immunity Retained**. No Party hereto waives or relinquishes 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. Each Party hereto 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.

10.17 **Current Revenue**. Each Party hereto agrees that all payments for the performance of governmental functions and services pursuant to this Agreement shall be made from current revenues.

10.18 **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 terms and provisions of this Agreement, and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

10.19 **Entire Agreement**. This Agreement, which includes **Exhibits A, B, C, and D**, all of which are affixed hereto and incorporated herein for all purposes, constitutes the entire agreement between the Parties and no oral or written representation between the Parties made prior to or after the execution of this Agreement shall be given any force and effect unless reduced to writing herein.

10.20 **Headings**. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

Signature Page Follows
Exhibits A, B, C, and D Follow Signature Page

The rest of this page is intentionally left blank

The foregoing Agreement is hereby **EXECUTED** by the Parties hereto in ***triplicate counterparts***, each of which shall be deemed an original, to be effective as of the date specified herein.

Galveston County:

By:_____
Mark Henry, County Judge

Date:_____

ATTEST:

_____
Dwight D. Sullivan, County Clerk

Date:_____

The University of Texas Medical Branch at Galveston:

By:_____
Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and
Chief Financial Officer

Date:_____

Content Review: _____

By:_____
Harshwardhan Thaker, M.D., Ph.D.,
Professor and Chair*ad Interim*
Department of Pathology

Date:_____

EXHIBIT A
of
Interlocal Cooperation Agreement by and between
The University of Texas Medical Branch at Galveston and the County of Galveston
Relating to the Galveston County Medical Examiner's Office

The Medical Examiner of Galveston County, Texas is:

Erin A. Barnhart, M.D., who was appointed as the Medical Examiner of Galveston County, Texas by the Commissioners Court of Galveston County, Texas on October 13, 2015 with such appointment to be effective on October 15, 2015, and who duly qualified on October 16, 2015.

EXHIBIT B
of
Interlocal Cooperation Agreement by and between
The University of Texas Medical Branch at Galveston and the County of Galveston
Relating to the Galveston County Medical Examiner's Office

The following persons are the Deputy Medical Examiners within the Galveston County Medical Examiner's Office at the time of the execution of this Agreement:

Paul J. Boor, M.D.

Gerald A. Campbell, M.D.

Michelle Felicella, M.D.

Hal K. Hawkins, M.D.

Jamie Kendrick, M.D.

Catherine Miller, M.D.

Juan P. Olano, M.D.

Monica Patel, D.O.

Billie M. Shine, D.O.

Harshwardhan Thaker, M.D., Ph. D.

David H. Walker, M.D.

Notwithstanding the foregoing, all persons appointed as Deputy Medical Examiner and the Medical Examiner must each submit a completed and executed Acknowledgment of Agreement within ten (10) business days after the full execution of this Agreement.

EXHIBIT C
of
Interlocal Cooperation Agreement by and between
The University of Texas Medical Branch at Galveston and the County of Galveston
Relating to the Galveston County Medical Examiner's Office

Exhibit C is the Acknowledgment of Interlocal Agreement by Person Proposed for Appointment as Galveston County Medical Examiner or Deputy Medical Examiner, and follows beginning on the immediately following page.

State of Texas § [**Exhibit C**]
§
County of Galveston §

Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for Appointment as Galveston County Medical Examiner or Deputy Medical Examiner – Page 1 of 2

My name is _____. I am a physician licensed as such by the Texas Medical Board and such licensure remains current.

I am Board Certified by the American Board of Pathology in _____.

I am under current contract with the University of Texas Medical Branch at Galveston (UTMB) and am employed thereunder as a UTMB Faculty Physician within the Pathology Department at UTMB.

I have received a copy of the current "Interlocal Cooperation Agreement by and between The University of Texas Medical Branch at Galveston and the County of Galveston Relating to the Galveston County Medical Examiner's Office" and have read and understand the agreement and agree to be bound by the all provisions therein.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner by the Galveston County Commissioners Court, I agree to faithfully perform the services as such within the Office of the Galveston County Medical Examiner required under Article 49.25 of the Code of Criminal Procedure and other laws of the State of Texas and in accordance with the terms of the above mentioned agreement.

I acknowledge that the position of the Galveston County Medical Examiner and the position of Galveston County Deputy Medical Examiner each constitute a "public servant" under Texas law, and that State law restrictions applicable to public servants are applicable to the Medical Examiner, Deputy Medical Examiner, and the UTMB employees working within the Galveston County Medical Examiner's Office, including without limitation, applicable provisions within Chapter 36 of the Texas Penal Code.

If appointed to the position of the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree to promptly thereafter complete, execute, and return the Oath and Anti-Bribery Statement to the designated Contract Administrator for the County of Galveston.

If appointed to the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree that my costs for testifying in any criminal or civil case related to my performance of the autopsy or view performed on a decedent as the Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, and wherein the testimony is to occur after I leave the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, shall be limited to the reasonable food, lodging, and transportation costs incurred for such testimony, and my testimony fee shall be limited to a daily maximum of 0.6% of the gross annual

[**Exhibit C Continued**]

Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for Appointment as Galveston County Medical Examiner or Deputy Medical Examiner – Page 2 of 2

salary that I received from UTMB at the time I left my position as Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, as applicable; this daily testimony fee limitation includes the days of testimony as well as travel days to and from the place of the trial if applicable. I further agree to complete and file any documentation required by Galveston County to process this payment, which shall be made by Galveston County directly to me (for example, a vendor packet and W-9 may be required).

I acknowledge that the Galveston County Medical Examiner and each Galveston County Deputy Medical Examiner serve at the pleasure of the Commissioners Court of Galveston County, Texas.

_____ _____

Signature Date of Signature

EXHIBIT D
of
Interlocal Cooperation Agreement by and between
The University of Texas Medical Branch at Galveston and the County of Galveston
Relating to the Galveston County Medical Examiner's Office

Exhibit D, the Oath and Anti-Bribery Statement, follow on the next two pages

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

OATH OF OFFICE
(Pursuant to Tex. Const. art. XVI, § 1(a), amended 2001)

I, _____, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the Office of the Medical Examiner of the County of Galveston of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____
Signature of Affiant
Printed Name of Affiant:_____

Office to which appointed (initial correct position):

_____Galveston County Medical Examiner
_____Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by _____, Affiant, on this the _____ day of _____.

_____
Signature of Person Administering Oath

(seal)

_____
Printed Name of Person Administering Oath

_____
Title

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

STATEMENT OF ELECTED/APPOINTED OFFICER
(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

I, _____, M.D., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

_____ _____
Date Signature of Affiant
Printed Name of Affiant:_____

Office to which appointed (initial correct position):

_____Galveston County Medical Examiner
_____Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by _____, Affiant, on this the _____ day of _____.

_____
Signature of Person Administering Oath

(seal)

_____
Printed Name of Person Administering Oath

_____
Title

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

Contract Approval Request Form

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

1) **Date of Request:** 11/21/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Emergency Management**
5) **Department Contact: Veronica Van Horn**
6) **Description: Fire Protection Services -VFD**

7) **PEID No: 164046**
8) **Req No:**
9) **Orgkey: 1101-291010**
10) **Object Code: 5452500**
11) **Vendor: Port Bolivar VFD**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $22,500.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 242555**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	11/21/25 12:12 pm
2	Melissa Fleming	Approve	11/21/25 2:43 pm
3	Francisco Rodriguez	Approve	11/24/25 8:29 am
4	Diana Huallpa	Approve	11/24/25 12:18 pm
5	Sergio Cruz	Approve	11/24/25 12:27 pm
6	Veronica Van Horn	Approve	11/24/25 4:26 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and Port Bolivar Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.

2. Galveston County shall mail a check in the agreed sum of $22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.

3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.

6. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**

8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen
Galveston County Fire Fighters Association
2204 Pine Drive

Friendswood, TX 77546

9. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of 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. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, 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.

10. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

11. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

12. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503 The
    Rehabilitation Act of 1973, Section 504 The Age
    Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

13. This Contract shall begin effective October 1, 2025, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2026.

14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed and signed by both parties.

Galveston County, Texas

By: _____

Mark Henry, County Judge

Port Bolivar Volunteer Fire Department

Malcolm M. Comeaux

Authorized Representative

Malcolm M. Comeaux

Print Name and Title of Authorized Representative Fire Chief

ATTEST:

_____

Dwight D. Sullivan, County Clerk

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.

- Tax Exemption: Each department shall provide the **Association** with a certification of tax-exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. "Good Standing" is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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:** 11/21/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Emergency Management**
5) **Department Contact: Veronica Van Horn**
6) **Description: Fire Protection Services-VFD**

7) **PEID No: 716131**
8) **Req No:**
9) **Orgkey: 1101-291010**
10) **Object Code: 5452500**
11) **Vendor: KEMAH VOLUNTEER FIRE DEPARTMENT INC.**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $22,500.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 242564 - (SC-0000675)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	11/21/25 12:18 pm
2	Melissa Fleming	Approve	11/21/25 3:24 pm
3	Francisco Rodriguez	Approve	11/24/25 8:28 am
4	Diana Huallpa	Approve	11/24/25 12:20 pm
5	Sergio Cruz	Approve	11/24/25 12:27 pm
6	Veronica Van Horn	Approve	11/24/25 4:27 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and Kemah Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.

2. Galveston County shall mail a check in the agreed sum of $22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.

3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.

6. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**

8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen
Galveston County Fire Fighters Association
2204 Pine Drive

Friendswood, TX 77546

9. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of 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. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, 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.

10. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

11. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

12. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503 The
    Rehabilitation Act of 1973, Section 504 The Age
    Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

13. This Contract shall begin effective October 1, 2025, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2026.

14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed and signed by both parties.

Galveston County, Texas

By: _____

Mark Henry, County Judge

Kemah Volunteer Fire Department

Robert Suniga

Digitally signed by Robert Suniga
Date: 2025.11.13 12:43:50 -06'00'

Authorized Representative

Robert Suniga, Fire Chief

Print Name and Title of Authorized Representative

ATTEST:

_____

Dwight D. Sullivan, County Clerk

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.

- Tax Exemption: Each department shall provide the **Association** with a certification of tax-exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. "Good Standing" is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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:** 11/21/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Emergency Management**
5) **Department Contact: Veronica Van Horn**
6) **Description: Fire Protection Services-VFD**

7) **PEID No: 716130**
8) **Req No:**
9) **Orgkey: 1101-291010**
10) **Object Code: 5452500**
11) **Vendor: Hitchcock VFD**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $22,500.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 242568 (SC-0000673)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	11/21/25 12:26 pm
2	Melissa Fleming	Approve	11/21/25 3:40 pm
3	Francisco Rodriguez	Approve	11/24/25 8:28 am
4	Diana Huallpa	Approve	11/24/25 12:20 pm
5	Sergio Cruz	Approve	11/24/25 12:28 pm
6	Veronica Van Horn	Approve	11/24/25 4:27 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and Hitchcock Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.

2. Galveston County shall mail a check in the agreed sum of $22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.

3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.

6. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**

8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen
Galveston County Fire Fighters Association
2204 Pine Drive

Friendswood, TX 77546

9. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of 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. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, 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.

10. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

11. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

12. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503 The
    Rehabilitation Act of 1973, Section 504 The Age
    Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

13. This Contract shall begin effective October 1, 2025, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2026.

14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed and signed by both parties.

Galveston County, Texas

By: _____

Mark Henry, County Judge

Hitchcock Volunteer Fire Department

John Fleming

Authorized Representative

John Fleming, President

Print Name and Title of Authorized Representative

ATTEST:

_____

Dwight D. Sullivan, County Clerk

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.

- Tax Exemption: Each department shall provide the **Association** with a certification of tax-exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. "Good Standing" is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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:** 11/21/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Emergency Management**
5) **Department Contact: Veronica Van Horn**
6) **Description: Fire Protection Services-VFD**

7) **PEID No: 716127**
8) **Req No:**
9) **Orgkey: 1101-291010**
10) **Object Code: 5452500**
11) **Vendor: Bayou Vista VFD**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $22,500.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 242569 (SC-0000668)**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	11/21/25 12:37 pm
2	Melissa Fleming	Approve	11/21/25 3:47 pm
3	Francisco Rodriguez	Approve	11/24/25 8:28 am
4	Diana Huallpa	Approve	11/24/25 12:19 pm
5	Sergio Cruz	Approve	11/24/25 12:28 pm
6	Veronica Van Horn	Approve	11/24/25 4:27 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and Bayou Vista Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.

2. Galveston County shall mail a check in the agreed sum of $22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.

3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.

6. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**

8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen
Galveston County Fire Fighters Association
2204 Pine Drive

Friendswood, TX 77546

9. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of 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. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, 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.

10. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

11. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

12. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503 The
    Rehabilitation Act of 1973, Section 504 The Age
    Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

13. This Contract shall begin effective October 1, 2025, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2026.

14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed and signed by both parties.

Galveston County, Texas

By: _____

Mark Henry, County Judge

Bayou Vista Volunteer Fire Department

John Venzke
_____

Authorized Representative

Venzke, John, Fire Chief
_____

Print Name and Title of Authorized Representative

ATTEST:

_____

Dwight D. Sullivan, County Clerk

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.

- Tax Exemption: Each department shall provide the **Association** with a certification of tax-exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. "Good Standing" is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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:** 11/20/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name:** Professional Services
5) **Department Contact:** Diana Huallpa
6) **Description:** Friends for Life will provide Guardianship and related services to Galveston County

7) **PEID No: 715857**
8) **Req No:**
9) **Orgkey:** 1101440100
10) **Object Code:** 5481000
11) **Vendor:** Friends for Life
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:** General Fund
14) **Fund #:** 1101
15) **Current Year Budgeted:** 300,000
16) **Current Year Projected:** 346,200
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-057**
25) **Contract End Date:** 9/30/2027
26) **Contract # Issued by Purchasing Department: 231127 (SC-0000985)**

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	11/21/25 11:44 am
2	Melissa Fleming	Approve	11/21/25 1:06 pm
3	Francisco Rodriguez	Approve	11/24/25 8:27 am
4	Diana Huallpa	Approve	11/24/25 12:17 pm
5	Sergio Cruz	Approve	11/24/25 12:27 pm
6	Veronica Van Horn	Approve	11/24/25 4:32 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

Agreement by and between Galveston County and Friends for Life for Guardianship Services

Article I. Parties

This Agreement by and between Galveston County and Friends for Life for Guardianship Services (Agreement) is entered into by and between the County of Galveston (County) and Friends for Life (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

Article II. Preamble

1. The County is a political subdivision of the State of Texas and is acting by, under, and through its governing body, the Commissioners Court of Galveston County, Texas;

2. The County conducted a Request for Proposal (RFP), **RFP #25-057**, entitled Galveston County Guardianship Program, in compliance with the County Purchasing Act, codified as Subchapter C of Chapter 262 of the Texas Local Government Code, seeking a vendor to provide guardianship and related services for Galveston County;

3. Contractor herein submitted a proposal in response to **RFP #25-057**. Subsequent to opening in **RFP #25-057**, the Commissioners Court authorized negotiations with Contractor on or about October 13, 2025;

4. The County has complied with all competitive procurement requirements established by law;

5. The County is authorized to fund a guardianship program in accordance with State law, including without limitation, Tex. Gov't Code § 155.001, 155.105, and/or Tex. Est. Code §§ 1002.016, 1155.002, 1155.052, 1155.054, 1155.101, and/or 1155.151;

6. A guardianship program is eligible for appointment as a guardian in a guardianship proceeding in accordance with State law, including without limitation, Tex. Est. Code § 1002.012, 1002.016, 1101.001, 1104.251, 1104.254, 1104.255, 1104.301, 1104.359, and/or 1105.107, and/or Tex. Gov't Code §§ 155.001, 155.101, 155.102, 155.106, and/or 155.153;

7. The Statutory Probate Court of Galveston County, Texas (Probate Court), is obligated to appoint guardians for residents of Galveston County who are incapacitated under State law and when there are no relatives or friends of such incapacitated persons who are willing and qualified to serve as guardians, the Probate Court may appoint a guardianship program as guardian;

8. County and Contractor wish to enter into a contract for the provision of guardianship and related services to incapacitated persons or other persons who need assistance in making decisions concerning the respective persons' own welfare or financial affairs in the Guardianship Program, with such services and eligibility to be in compliance with requirements of State and Federal law, rule, or regulation, which include, inter alia, the Estates Code, Chapter 155 of the Government Code, any applicable order of the Statutory Probate Court of Galveston County, Texas, and any applicable rules and/or standards of the Guardianship Certification Board or the Texas Supreme Court; and

9. The establishment and continued funding and operation of the Guardianship Program and the performance of the services pursuant to this Agreement for such program serve a public purpose.

Now therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows:

Article III. Terms and Conditions

1. **Scope of Services**.

a. Guardianship Services. Contractor shall provide guardianship and related services to incapacitated persons in Galveston County or other persons in Galveston County who need assistance in making decisions concerning the respective persons' own welfare or financial affairs (collectively, Guardianship Services) in accordance with requirements of State and Federal law, as described in **RFP #25-057**, as described in Contractor's response to **RFP #25-057** (i.e., Proposal), and as described in this Agreement. Thus, for purposes of this Agreement, Guardianship Services include serving as guardian with limited or full authority over a ward, depending upon the extent of incapacity and in accordance with the order of the Probate Court, for an indefinite term, and providing representative payee services for individuals in Galveston County, Texas. Contractor's Guardianship Services shall comply with all applicable statutes, rules, and standards of practice. Such statutes, rules, and standards include, but are not limited to:

Texas Estates Code, as applicable;
Texas Government Code, Chapter 155, as applicable;
Rules, standards, and/or requirements of the Texas Judicial Branch Certification Commission;
Code of Ethics and Minimum Standards for Guardianship Services adopted by Order of the Texas Supreme Court, August 27, 2021; and
Texas Supreme Court Rules Governing Guardianship Certification.

A copy of the Code of Ethics and Minimum Standards for Guardianship Services adopted by Order of the Texas Supreme Court on August 27, 2021, is attached hereto as **Exhibit No. 1** and is incorporated herein for all purposes.

The Texas Judicial Branch Certification Commission Rules are accessible online at http://www.txcourts.gov/jbcc/jbcc-statutes-rules-policies/#JbccRules. The Texas Judicial Branch Certification Commission Rules, Section 7 are available online at http://www.txcourts.gov/jbcc/jbcc-statutes-rules-policies/#Sec7.0. Contractor acknowledges and agrees and shall comply with all applicable laws, orders, rules, and standards as such exist now and as they may be amended in the future.

The Contractor shall complete and file in a timely manner any reports, records, or documentation required by the County and/or the Probate Court.

b. Persons served. Contractor shall provide Guardianship Services to serve up to 200 wards and representative payee clients in Galveston County.

c. Certification required for performing services as guardian. Contractor acknowledges and agrees that the Guardian Program may be appointed as the Guardian in a guardianship proceeding in accordance with State law. Contractor further acknowledges and agrees that it shall only utilize employees with the certification required by the Texas Supreme Court, the Estates Code, and the Texas Judicial Branch Certification Commission to perform guardian services for a ward.

d. Notification of Appointment as Guardian. Contractor shall provide notification to the Legal Services Manager of each prospective guardianship prior to accepting the appointment as guardian. Such notification shall include providing the Legal Services Manager with a copy of the application for guardianship or other filings with the Probate Court antecedent to such appointment. Contractor shall provide the Legal Services Manager with a copy of each letters of appointment issued by the Probate Court. Additionally, subsequent to this Agreement, in the event the Probate Court issues new letters of appointment for all wards presently served through the Guardian Program, then Contractor shall provide the Legal Services Manager with a copy of the letters of appointment. Contractor shall also notify the Legal Services Manager in the event of the death of a ward. Friends for Life shall also serve as the designated agent for the disposition of deceased wards under its guardianship, in accordance with the 'Designation of Friends for Life as Responsible Agent for Disposition of Deceased Wards,' attached hereto as **Exhibit No. 2** and incorporated herein for all purposes.

2. **Representations**. Contractor represents and warrants that:

a. Contractor shall not use subcontractors to perform any services under this Agreement unless and until it has obtained the written consent of the County, acting by and through its Commissioners Court, to do so;

b. Contractor is duly registered with and in good standing with the Secretary of State of the State of Texas and is authorized to conduct business in the State of Texas;

c. Contractor has received all required approvals to execute and deliver this Agreement and the individual executing this Agreement on behalf of the Contractor has the full power and authority to do so and to bind the Contractor to the terms of this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the Contractor;

d. Neither Contractor nor any firm, corporation, or institution represented by Contractor, or anyone acting for the Contractor has: (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or federal antitrust laws; or (2) has communicated directly or indirectly the content of Contractor's response to the RFP to any competitor or any other person engaged in a similar line of business during the procurement of this Agreement;

e. Contractor has the skills, qualifications, financial resources, and experience necessary to timely perform the services described in the RFP (including all addenda), the proposal, and this Agreement, and has performed similar services for other public and other private entities;

f. Contractor shall maintain properly trained, certified, and experienced personnel to ensure satisfactory performance under this Agreement;

g. Contractor shall perform all services described in RFP #25-057, Contractor's response (i.e., proposal), and this Agreement. Contractor shall use its best efforts to perform the services in accordance with the highest standards of Contractor's profession or business, and all services shall be performed with the quality prevailing among similar businesses of superior skill engaged in providing similar services under the same or similar circumstances. Contractor's services shall be accurate. Contractor acknowledges that the County is at all times is relying upon Contractor's skill and knowledge in performing the services; and

h. Neither the execution of this Agreement nor the performance of Contractor's services under this Agreement will (1) result in the violation of any provision, if a limited liability company, of its articles of organization or regulations; (2) result in the violation of any provision of any agreement by which Contractor is bound; or (3) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

3. **Compensation and Records**.

a. Compensation.

1.) Monthly Invoicing. Contractor shall submit invoices with supporting documentation in a timely manner to the Legal Services Manager, at 722 Moody, 2nd Floor, Galveston, Texas 77550. Contractor shall submit invoices on a monthly basis, following the close of month during which services were performed. All invoicing shall be based on actual services

performed. Supporting documentation shall, list each individual served and whether services performed for such individual by Contractor were as a guardian or as a representative payee. In the event of the death of any individual served or of the restoration of capacity in the event of a ward, Contractor shall also include such information in the supporting documentation. The County shall make payment in accordance with Chapter 2251 of the Government Code, which is known as the Texas Prompt Pay Act.

2.) Payment. Subsequent to receipt of invoice, the County shall pay Contractor for Guardianship Services actually performed, and/or money management services actually performed subsequent to Probate Court and/or Adult Protective Services request, based on the number of individuals served (individuals served includes wards and individuals for whom Contractor serves as representative payee) in accordance with the Texas Prompt Pay Act and as follows:

Individuals Served	Cost
1 - 75	$$300.00 per month per individual served
76 - 125	$$275.00 per month per individual served

Additionally, Contractor as the Guardian appointed by the Probate Court is authorized to receive a percentage on certain transactions for estates of wards in accordance with the Estates Code and the power of the Probate Court. Contractor is authorized to retain such potential revenue. Contractor shall keep and retain detailed records showing its expenses and revenues, and shall allow representatives of the County access to such records. In the event of the death of a ward served under this Agreement, the Contractor may continue to bill for the period of time that services are necessary in accordance with the Estates Code following the death of a ward.

3.) Verification of Invoice. Galveston County Contract Services, as well as the Galveston County Auditor's Office, shall have the right to verify details set forth in Contractor's submitted claims and supporting documentation. Representative(s) from the Galveston County Contract Services, as well as the Galveston County Auditor's Office, shall have the right to inspect Contractor's books and records for this purpose at reasonable times during business hours of the County. In the event, the County disputes all or a portion of Contractor's invoice, the County shall timely notify the Contractor of the dispute. Any disputed amounts will be negotiated in good faith and in accordance with requirements of the Texas Prompt Pay Act.

b. Records Retention and Right to Audit. Contractor shall keep and maintain all records associated with this Agreement for a minimum of five (5) years from the creation and use of such records, or as required by Federal or State law, including without limitation schedules promulgated by the Texas State Library and Archives Commission,

whichever period is longer. Contractor shall allow the County reasonable access to the records in Contractor's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and/or payments provided hereunder.

c. Annual Reporting. Contractor shall provide the Legal Services Manager with an annual report detailing the revenues and expenditures for all services performed and monies received for the services provided hereunder. If the Contractor has an external audit performed, it shall provide the Legal Services Manager with a copy of such external audit report no later than thirty (30) calendar days after Contractor's receipt of the external audit report.

d. Nondisclosure/Confidentiality.

1.) Access to Confidential Information. Contractor acknowledges and agrees that in the course of the performance of its services hereunder, Contractor may have access to information protected by State and/or Federal laws, rules, and/or regulations that protect the privacy interests of individuals receiving services from Contractor pursuant to this Agreement. Contractor shall safeguard and maintain the confidentiality of such information. Such confidentiality laws include, but are not limited to, provisions from the Texas Occupations Code (including without limitation, the Medical Practice Act), the federal Privacy Act, the federal Privacy Rule, the Transportation Code, the Health and Safety Code, the Family Code, and/or the Government Code.

2.) Nondisclosure:

a.) Contractor shall not disclose, release, or otherwise share confidential information except as required by law and with other County employees and/or officials on a strict need-to-know basis for the performance of services under this Agreement.

b.) Contractor's impermissible disclosure, release, or other sharing of confidential information, or misuse of confidential information shall be grounds for the immediate termination of this Agreement.

c.) Further, Contractor acknowledges and agrees that such impermissible disclosure, release, or other sharing of confidential information or misuse of confidential information may constitute a criminal offense in accordance with State and/or Federal law.

d.) Contractor shall immediately notify the County, through notification to the County's Legal Services Manager, of any breach in the security of confidential information accessed and/or maintained by Contractor, or of the impermissible disclosure, release, or other sharing of such

information, or of the misuse of such information. Immediate notification is necessary to facilitate swift corrective action and notification to any person to whom the confidential information relates. The County's Legal Services Manager shall provide their County phone number to the Contractor's designated person for this purpose. The County's Legal Services Manager shall then notify the General Counsel of Galveston County of the notice of security breach, impermissible disclosure, release, or other sharing of such information, and/or misuse of such information. Contractor shall follow-up by providing written notice of the security breach, impermissible disclosure, release, or other sharing of confidential information, or of the misuse of confidential information, no later than the close of business on the business day in which the security breach, impermissible disclosure, release, or other sharing, or misuse occurred (or when the Contractor became aware of the breach/disclosure/release/ sharing/misuse if different). Provided however, that if the security breach, impermissible disclosure, release, or other sharing, or misuse did not occur on a business day, then Contractor shall follow-up by providing written notice no later than the close of business of the immediately following business day after the day of the security breach, impermissible disclosure, release or other sharing, or misuse of confidential information. For purposes of this Agreement, a business day means any Monday through Friday in which the County is open for business. Such written notice shall be provided to the Legal Services Manager.

4. **Term and Termination**.

a. Term.

1.) Primary Term. This Agreement shall be effective beginning on October 1, 2025, and it shall remain continuously in effect thereafter through midnight of September 30, 2027, unless terminated earlier as provided herein.

2.) Option to Renew. This Agreement will automatically renew for a maximum of two (2) one (1) year terms after the Primary Term. In no event shall the total term of this Agreement, including any renewals as a result of exercising this option, exceed a total of four (4) years.

b. Termination.

1.) Termination for convenience. County may terminate this Agreement with or without cause or for convenience upon providing at least thirty (30) calendar days prior written notice to Contractor.

2.) Termination for cause. A Party may terminate this Agreement upon default by the other Party. Default by a Party shall occur if the Party fails to perform

its obligation(s) under this Agreement. Termination for cause hereunder may be issued effective immediately. Provided however, that the Party against whom the default occurred, at its sole option, may afford a cure period to the defaulting Party and if the defaulting Party cures the default within the cure period, then the termination shall be ineffective; or such termination may be stayed, at the sole option of the Party against whom the default occurred, pending cure of the default.

3.) No liability for early termination. In the event of early termination of this Agreement, the County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Contractor. Provided however, that Contractor shall be entitled to equitable and reasonable compensation for services performed and expenses incurred through the effective date of termination.

4.) Non-waiver. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of the same or another provision herein. Failure of a Party to insist upon the strict performance of any of the provisions herein or to exercise any right or remedy accruing hereunder or failure of performance shall not be construed as a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

5. **Designated Contact Persons and Notice**.

a. Designated Contact Persons.

County's Designated Contact Person. The County's Designated Contact Person with authority for administering this Agreement is the Legal Services Manager. Such position is presently held by Veronica Van Horn. Mrs. Van Horn's contact information is as follows:

Email Address:	veronica.vanhorn@co.galveston.tx.us
Work Phone:	(409) 770-5562
Work Address:	722 Moody, 2nd Floor Galveston, Texas 77550

Contractor's Designated Contact Person. Contractor's Designated Contact Person with authority for administering this Agreement is its Executive Director, Inez Russell. Ms. Russell's contact information is as follows:

Email Address:	Inez@friendsforlife.org
Work Phone:	(254) 749-3000
Work Address:	5000 Lakewood

Waco, Texas 76710

b. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted by email transmission, to the addresses/email address listed herein. 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 email, notice shall be deemed delivered when transmitted, provided that the transmission occurs during a day and time that the County is open for business. Any notice sent via email at a time that the County is not open for business (i.e., after business hours or on a day when the County is closed) shall be deemed delivered on the immediately following business day that the County is open for business. The County's business hours are generally Monday through Friday, 8:00 a.m. to 5:00 p.m. (unless the County is closed in observance of a holiday or for some other reason).

To County:

Attn: Mark Henry,
County Judge of Galveston County, Texas
722 Moody Ave., 2nd Floor
Galveston, Texas 77550
Email: mark.henry@co.galveston.tx.us

With a copy to:

Attn:
Francisco Rodriguez,
Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550
Email: francisco.rodriguez@galvestoncountytx.gov

Veronica Van Horn
Legal Services Manager
722 Moody Ave., 2nd Floor
Galveston, Texas 77550
Email: veronica.vanhorn@co.galveston.tx.us

To Contractor:

Attn: Inez Russell, Executive Director
Friends for Life
P.O. Box 23491
Waco, Texas 76702
Email: Inez@friendsforlife.org

c. Notice in event of evacuation. In the event the County declares a disaster under Chapter 418 of the Texas Government Code and a mandatory evacuation or voluntary

evacuation is issued by the County or any municipality within the County, Contractor shall provide notice to the Legal Services Manager of the names and phone numbers of its officers or employees to contact during continuation of the disaster and during recovery after the disaster. For purposes of this section, notice may be provided by electronic mail. The email address for Mrs. Van Horn is veronica.vanhorn@co.galveston.tx.us. Contractor shall provide its emergency contact information no later than fourteen (14) calendar days after the full execution of this Agreement; absent such occurring, Contractor's emergency contact information shall be with Inez Russell, at Inez@friendsforlife.org . The Legal Services Manager shall thereafter enter such information into the emergency notification system for furtherance of emergency planning and preparedness.

6. **Indemnification and Hold Harmless. Contractor assumes all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, agents, representatives, and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person arising out of or occasioned by Contractor's operations under this Agreement, its use of County facilities and/or equipment, and/or from any other breach on the part of the Contractor, its employees, agents or assigns. Contractor shall pay any judgment with cost, which may be obtained against the County resulting from Contractor's operations under this Agreement.**

Article IV. Non-Discrimination, Drug-Free Workplace, ADA, and Other Terms

1. **Section 231.006, Family Code/Delinquent Child Support**. Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Contractor certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Contractor acknowledges and agrees that this Agreement may be terminated and payment withheld if this certification is inaccurate. Finally, Contractor certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Contractor within its response to the RFP and that all such persons are current in child support payments.

2. **Equal Employment Opportunity**. Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. 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, national origin, sex, age, 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. Contractor agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees

or applicants for employment. Contractor will, in all solicitation 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, national origin, sex, age, disability, genetic information, or veteran status. Contractor shall include the provisions herein in all subcontracts for any work to be performed under this Agreement, if any.

3. **Drug-Free Workplace**. Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder and maintain a drug-free work environment.

4. **Americans with Disabilities Act.** Contractor shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

5. **Nondiscrimination.** Contractor acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

   Title VI of the Civil Rights Act of 1964
   Title IX of the Education Amendments of 1972
   The Rehabilitation Act of 1973, Section 503
   The Rehabilitation Act of 1973, Section 504
   The Age Discrimination Act of 1975
   The Drug Abuse Office and Treatment Act of 1972
   The Drug-Free Workplace Act of 1988

6. **Certification Regarding Lobbying.** Contractor certifies, to the best of its knowledge and belief, that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. Contractor 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.

7. **Antitrust.** Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor 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.

8. **Non-Collusion**. Contractor acknowledges and agrees that collusion is prohibited and is grounds for termination of this Agreement by the County. Contractor acknowledges and agrees that it has not engaged in collusion in the procurement of this Agreement. Contractor has executed the Non-Collusion Affidavit, which is attached hereto as Exhibit No. 3 and incorporated herein for all purposes.

9. **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 TxDOT. Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination**. 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 Noncompliance**. 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.

Article V. General Terms

1. **Incorporation of Request for Proposal.** RFP # 25-057, including all addenda thereto, if any, is hereby incorporated into this Agreement for all purposes. Contractor's response to RFP # 25-057, its Proposal and any modifications made incidental with negotiations, are hereby incorporated into this Agreement for all purposes. In the event of any conflict between the terms of RFP # 25-057 and the Contractor's response, the terms of RFP # 25-057 shall control. In the event of any conflict between any of the foregoing documents and this Agreement, the terms of this Agreement shall control.

2. **Entirety of Agreement**. This Agreement contains the entire agreement of the Parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

3. **Amendment**. This Agreement may be amended only by written instrument duly authorized by each Party hereto and duly executed by each respective Party hereto.

4. **Independent Contractor**. None of the provisions of this Agreement create, are intended to create, nor shall be deemed or construed to create, any relationship between the County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties and obligations under this Agreement, the Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. The Contractor is not an agent or employee of the County for any purpose. The Contractor, its agents, employees or representatives may not speak/act on behalf of the Program. The Contractor and Contractor's employees are not eligible for, nor will be permitted to participate in, any employee benefit plans, which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by the Contractor, its agents, employees or representatives.

5. **Employment Taxes**. Contractor is an independent contractor and is solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Compliance with Immigration Laws and use of E-Verify**. Contractor agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Contractor further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Contractor 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 Contractor will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

7. **Subject to Availability of Funds and Subject to Grant Funding**.

    a. Contractor acknowledges and agrees that this Agreement does not create a debt against the County and that this Agreement is subject to the appropriation of funds by the Commissioners Court, and that this Agreement does not constitute an obligation for such appropriation.

    b. If this Agreement is subject to grant funding, then Contractor acknowledges and agrees that the obligations of the County hereunder are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant to the County is reduced,

de-obligated, or otherwise discontinued or terminated, the Contractor acknowledges and agrees that the County may immediately terminate this Agreement without penalty or any liability whatsoever on the part of the County, the State, or the respective granting entity.

8. **Covenant against Contingent Fees**. Contractor warrants that no person(s) or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. A breach or violation of this warranty constitutes a material default under this Agreement. For such default, the County shall have the right to immediately terminate this Agreement, or in its discretion to deduct from the price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Prohibition on Subcontracting or Assignment**. Contractor shall not assign, sell, or otherwise transfer this Agreement, in whole or in part, without the prior written permission of the County acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under this Agreement. Failure to comply with this term shall be a material default under this Agreement and grounds for immediate termination of this Agreement.

10. **Change of Name or Ownership**. Contractor is responsible for the performance of this Agreement. In the event of any change of name or ownership, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized unless and until such change is approved by Commissioners' Court.

11. **Force Majeure**. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Severability**. If a provision contained in this Agreement is held invalid for any reason, 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.

13. **Validity/Enforceability**. 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.

14. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas. The Parties agree that all obligations under this Agreement are performable in Galveston County, Texas and that this

Agreement has been executed in Galveston County, Texas. Venue shall lie exclusively in Galveston County, Texas, notwithstanding anything to the contrary.

15. **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 in third parties.

16. **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.

17. **Immunity Retained**. The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, 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.

18. **Public Information Act**. The Parties agree that the County is a governmental 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 Public Information Act.

19. **Email addresses**. Contractor consents to the disclosure of its' electronic mail (email) addresses that are provided or disclosed to the County.

20. **Meaning of Words**. Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

21. **Headings**. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

22. **Exhibits Follow.** The following Exhibits follow this Page 16 of the Agreement, and all such Exhibits have heretofore been incorporated herein for all purposes and thus are part of this Agreement:

Exhibit No. 1: Code of Ethics and Minimum Standards for Guardianship Services adopted by Order of the Texas Supreme Court on August 27, 2021.

Exhibit No. 2: Designation of Friends for Life as Responsible Agent for Disposition of Deceased Wards.

***

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law to be effective on the date specified herein.

Galveston County,
By:

_____
Mark Henry, County Judge

Date Signed:

_____

Contractor: Friends for Life
By: Inez Russell

_____
Inez Russell, Executive Director,

Date Signed: 11/19/25

_____

ATTEST:

_____
Dwight D. Sullivan, Galveston County Clerk

IN THE SUPREME COURT OF TEXAS

Misc. Docket No. 21-9098

ORDER APPROVING AMENDMENTS TO THE RULES AND FEES OF THE JUDICIAL BRANCH CERTIFICATION COMMISSION AND TO THE CODE OF ETHICS AND MINIMUM STANDARDS FOR GUARDIANSHIP SERVICES

ORDERED that:

1. The Supreme Court of Texas approves the following amendments to the rules and fees of the Judicial Branch Certification Commission and to the Code of Ethics and Minimum Standards for Guardianship Services ("Code").

2. The rule amendments incorporate changes to comply with the Act of May 31, 2021, 87th Leg., R.S., ch. 934 (HB 3774); Act of May 24, 2021, 87th Leg., R.S., ch. 382 (SB 1129); Act of May 5, 2021, 87th Leg., R.S., ch. 46 (HB 139).

3. The rule, fee, and Code amendments take effect September 1, 2021.

4. The Clerk of the Supreme Court is directed to:

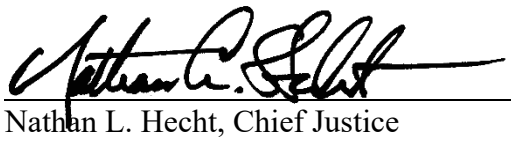
   a. file a copy of this order with the Secretary of State;

   b. cause a copy of this order to be mailed to each registered member of the State Bar of Texas by publication in the *Texas Bar Journal*;

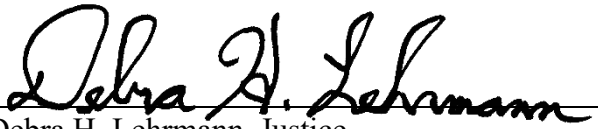
   c. send a copy of this order to each elected member of the Legislature; and

   d. submit a copy of the order for publication in the *Texas Register*.

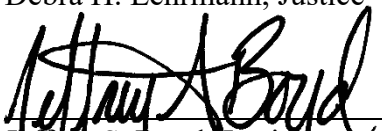
Dated: August 27, 2021



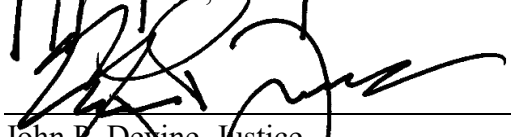
Nathan L. Hecht, Chief Justice



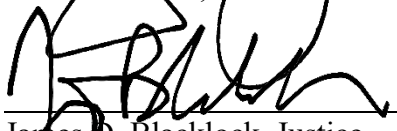
Debra H. Lehrmann, Justice



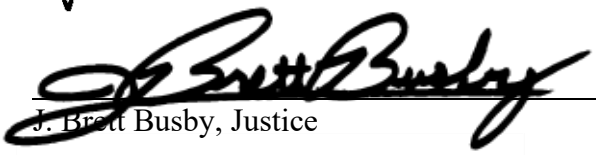
Jeffrey S. Boyd, Justice



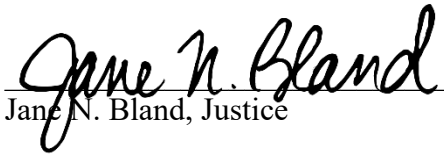
John P. Devine, Justice



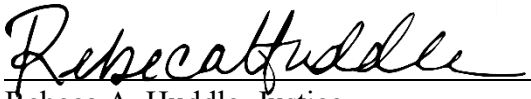
James D. Blacklock, Justice



J. Brett Busby, Justice



Jane N. Bland, Justice



Rebeca A. Huddle, Justice

RULES OF THE JUDICIAL BRANCH CERTIFICATION COMMISSION

***

3.0 Certification, Registration, and Licensing

***

3.4 Alternative Application Procedure for Military Spouses, Military Service Member, and Veterans

***

(h) Military Spouse Temporary Authorization.

(1) The Commission must issue a military spouse written confirmation that the military spouse may engage temporarily in a regulated practice without certification, registration, or licensure, upon:

(A) receipt of written notice from the military spouse of the intent to engage in the regulated practice in Texas;

(B) receipt of a copy of the military spouse's military identification card and proof of residency in Texas, including a copy of the permanent change of station order for the military service member to whom the spouse is married; and

(C) verification that the military spouse is certified, registered, or licensed in good standing in another jurisdiction that has certification, registration, or licensing requirements that are substantially equivalent to the Commission's requirements.

(2) A military spouse engaging temporarily in a regulated practice is entitled to all the rights and privileges and subject to all the obligations and responsibilities of a regulated person, and may be sanctioned or disciplined in the same manner as a regulated person.

(3) Written authorization to engage temporarily in a regulated practice without certification, registration, or licensure is valid until the earliest of the following:

(A) the military service member to whom the military spouse is married is no longer stationed at a military installation in Texas;

(B) the end of the military spouse's marriage to the military service member;

(C) the imposition of a disciplinary sanction; or

(D) three years from the date of issuance of written confirmation.

(4) A military spouse cannot renew a temporary authorization but may obtain a certification, registration, or license from the Commission pursuant to these Rules.

***

6.0. Court Reporters Certification and Shorthand Reporting Firms Registration

6.1 Definitions

(a) **Advisory Board** means the Court Reporters Certification Advisory Board.

(b) **Certification** means a certification issued by the Supreme Court of Texas on the Commission's recommendation.

(c) **Code of Ethics** means the Code of Ethics or, if applicable, its predecessor, the Code of Professional Conduct for Certified Shorthand Reporters and Court Reporting Firms approved by the Supreme Court of Texas.

(d) **Court reporter** and **shorthand reporter** mean a person who ~~engages~~is certified as a court reporter, apprentice court reporter, or provisional court reporter under these Rules to engage in shorthand reporting.

(e) **Court reporting** and **shorthand reporting** mean the practice of shorthand reporting for use in litigation in the courts of this State by making a verbatim record of an oral court proceeding, deposition, or proceeding before a grand jury, referee, or court commissioner using written symbols in shorthand, machine shorthand, or oral stenography.

(f) **Court reporting firm**, **shorthand reporting firm**, and **affiliate office** mean an entity wholly or partly in the business of providing court reporting or other related services in this State. A court reporting firm, shorthand reporting firm, or affiliate office is considered to be providing court reporting or other related services in this State if:

(1) any act that constitutes a court reporting service or shorthand reporting service occurs wholly or partly in this State;

(2) the firm or affiliate office recruits a resident of this State through an intermediary located inside or outside of this State to provide court reporting services, shorthand reporting services, or other related services in this State; or

(3) the firm or affiliate office contracts with a resident of this State by mail or otherwise and either party is to perform court reporting services, shorthand reporting services, or other related services wholly or partly in this State.

(g) **Official court reporter** means the shorthand reporter appointed by a judge under Section 52.041 of the Government Code as the official court reporter for a particular court.

(h) **Registration** means a registration issued by the Commission.

(i) **RMR** means a Registered Merit Reporter certification issued by the National Court Reporters Association.

(j) **RPR** means the Registered Professional Reporter certification issued by the National Court Reporters Association.

(k) **Uniform Format Manual** means the manual approved by the Supreme Court of Texas that governs the form of official reporters' records and freelance transcriptions.

***

6.7 Responsibilities of Certified Court Reporters

(a) A certified court reporter is entitled to use the title "Certified Shorthand Reporter" or the abbreviation "CSR." A certified shorthand reporter may administer oaths to witnesses ~~anywhere in this State~~in accordance with Section 154.105 of the Government Code.

(b) The transcription of any proceeding and any other document certified by a certified shorthand reporter for use in litigation in the courts of this State must contain a signed certificate in the form required by the Uniform Format Manual.

(c) A certification of a transcript of a court proceeding by an official court reporter must contain a signed certificate in the form required by the Uniform Format Manual.

(d) A noncertified shorthand reporter may report an oral deposition only if:

(l) the noncertified reporter delivers an affidavit to the parties or to their counsel present at the deposition stating that a certified shorthand reporter is not available; or

(2) the parties or their counsel stipulate on the record at the beginning of the deposition that a certified shorthand reporter is not available.

(e) A noncertified shorthand reporter who is employed when a certified shorthand reporter is not available must include with the certification of a transcription of a court proceeding an affidavit that no certified shorthand reporter was available to perform the duties of the court reporter.

(f) Official court reporters, deputy court reporters, and substitute court reporters must comply with the Act, Chapter 52 of the Government Code, and all applicable provisions of the Texas Rules of Appellate Procedure in conducting of the business of their offices.

***

7.0 Guardianship Certification

7.1 Definitions

(a) **Certified guardian** means a person who is certified by the Commission to provide guardianship services in this State.

(b) **Corporate fiduciary** has the meaning assigned by Section 1002.007 of the Estates Code.

(c) **Engaged in the business of providing guardianship services** means to perform, offer to perform, or advertise the performance of guardianship services for compensation.

(d) **Guardian** has the meaning assigned by Section 1002.012 of the Estates Code.

(e) **Guardianship program** means a corporation; partnership; firm; other business entity; local, county, or regional agency; or nonprofit entity that provides guardianship and related services to an incapacitated person or other person who needs assistance in making decisions concerning the person's own welfare or financial affairs. This definition does not apply to service-providers that provide guardianship services pursuant to a contract with the Health and Human Services Commission Office of Guardianship.

(f) **Guardianship services** means conducting, performing, or administering the duties and powers prescribed by the Estates Code or under a court order in a guardianship matter.

(g) **Incapacitated person** has the meaning assigned by Section 1002.017 of the Estates Code.

(h) **Code of Ethics and Minimum Standards for Guardianship Services** means the document titled "Code of Ethics and Minimum Standards for Guardianship Services" promulgated under Section 155.101 and Section 155.152 of the Government Code.

(i) **Mediator** means a person who mediates disputes arising under Title 3 of the Estates Code.

(j) **Mediation Trainer** means a person who trains Mediators.

(~~i~~k) **Private professional guardian** means a person, other than an attorney or a corporate fiduciary, who is engaged in the business of providing guardianship services.

(~~j~~l) **Provisionally certified guardian** means a person who has received provisional certification to provide guardianship services in this State from the Commission.

(~~k~~m) **Supervisor** means a certified guardian who has notified the Commission that he or she will be responsible for overseeing a provisionally certified guardian.

(~~l~~n) **Volunteer** means a person who renders guardianship services on behalf of a guardianship program or on behalf of the Health and Human Services Commission Office of Guardianship and who does not receive compensation that exceeds the authorized expenses that the person incurs in performing those services.

(~~mo~~) **Ward** has the meaning assigned by Section 1002.030 of the Estates Code.

7.2 Requirement of Certification

(a) To provide guardianship services in this State, the following individuals must be certified by the Commission:

(1) an individual who is a private professional guardian;

(2) an individual who will provide those services to a ward of a private professional guardian or to a ward of an attorney who is appointed guardian on the guardian's behalf;

(3) an individual who will supervise the provision of those services to a ward of a guardianship program;

(4) an individual who will provide or supervise the direct provision of those services to a ward on behalf of the Health and Human Services Commission Office of Guardianship; and

(5) a person who at any time supervises direct providers of guardianship services, unless the person is an attorney or corporate fiduciary exempt under Section 155.001(6) of the Government Code.

(b) To be eligible for certification, a person must:

(1) satisfy the requirements of Section 3.0 of these rules;

(2) be at least 21 years of age;

(3) be a high school graduate or possess the GED equivalent;

(4) satisfy the requirements of (A), (B), or (C) below:

(A) have two years of relevant work experience related to guardianship ~~or~~;

(B) have met the following education or training requirements:

(~~A~~i) a minimum of a bachelor's degree conferred by a college or university accredited by an organization recognized by the Texas Higher Education Coordinating Board in a field related to guardianship; or

(~~B~~ii) completion of a course curriculum or training specifically related to guardianship approved by the Commission; or

(C) have one year of work experience related to guardianship and completion of a course curriculum or training specifically related to guardianship approved

by the Commission;

(5) successfully pass, after no more than four exam attempts, an examination approved by the Commission that covers Texas law and procedure related to guardianship and any other examination required and approved by the Commission testing knowledge of guardianship issues;

(6) attest under penalty of perjury whether he or she has ever been adjudged guilty of, or entered a plea of guilty or no contest in return for a grant of deferred adjudication with respect to, any felony or misdemeanor offense, which will be considered using the factors listed in Rule 3.5;

(7) attest under penalty of perjury whether he or she:

(A) has ever been relieved of responsibilities as a guardian or fiduciary by a court, employer, or client for actions involving fraud, moral turpitude, misrepresentation, material omission, misappropriation, theft, assault, battery, abuse, neglect, breach of trust, breach of fiduciary duty, or conversion;

(B) has ever been found civilly liable or settled a claim in an action, including but not limited to a surcharge action, that involved allegations of fraud, misrepresentation, material omission, misappropriation, theft, assault, battery, abuse, neglect, breach of trust, breach of fiduciary duty, or conversion on the applicant's part;

(C) has ever been denied certification or had his or her certification revoked or suspended in Texas or any other jurisdiction that requires certification, registration, or licensure to provide guardianship services; or

(D) has ever surrendered his or her certification in Texas or any other jurisdiction that requires certification, registration, or licensure to provide guardianship certification; and

(8) complete the online training available on the Commission's website under Rule 10.3.

(c) If any of the circumstances described in (b)(6) or (7) exist, the applicant must describe the circumstances with particularity and provide any related documentation requested by the Commission.

(d) Examination.

(1) An individual who has failed the exam four times is not eligible for certification unless the individual petitions the Commission in writing for permission to take the exam again. The petition must set out in detail all facts that support the request, demonstrate that the individual has completed all other requirements for certification except for passing the exam, and demonstrate that no other impediments to

certification exist.

(2) The Commission must consider the petition at its next regularly scheduled meeting and determine, without a formal hearing, whether permission to take the exam again will be granted or denied. The Commission may impose conditions to granting permission, including requiring the petitioner to provide additional information or complete specified continuing education prior to taking the exam again. If an individual fails or refuses to strictly and completely comply with the conditions specified by the Commission, permission to take the exam again will be denied.

(3) An individual may petition the Commission only one time for permission to take the exam following four unsuccessful attempts. An individual who is granted permission to take the exam again and who fails the exam again is not eligible for certification. If the Commission denies permission to take the exam again, the individual is not eligible for certification.

(4) The decision of the Commission is final and is not subject to appeal, reconsideration, or any further action.

(e) Notwithstanding Rule 7.2(a), an individual who must be certified but does not meet the requirements for certification under Rule 7.2(b) may provide guardianship services in this State if the person obtains provisional certification pursuant to Rule 7.4.

(f) Notwithstanding any other provision of these rules:

(1) pursuant to Section 1104.253 of the Estates Code, a family member or friend of an incapacitated person is not required to be certified under these rules to serve as the person's guardian; and

(2) an employee of the United States Department of Veterans Affairs appointed to serve as a guardian for an incapacitated person is not required to be certified under these rules to serve as the person's guardian.

(g) A certified guardian may use the designation "TxCG" to indicate that the guardian is certified by the Commission. Provisionally certified guardians may not use such designation.

***

7.10 Guardianship Mediator Training Approval Process

(a) A Mediation Trainer may seek the Commission's approval of a guardianship mediation training course.

(b) The Mediator Trainer must submit to the Commission an application on a form prescribed by the Commission. The application must be accompanied by an outline and materials that describe the course objectives and content, describe the teaching methods to be used, identify

the instructors and provide their credentials, indicate the time allotted to each segment, and provide the date and location of the course.

(c) To be approved, the training must consist of at least 24 hours of content covering mediation methods, goals, and techniques. The course content must also address the following:

(1) a survey of the law of guardianship;

(2) the purpose and nature of guardianship, including the typical interests at stake in a contested guardianship;

(3) practical and ethical considerations arising in typical guardianship mediation scenarios based upon case studies;

(4) alternatives to guardianship, including less restrictive support and services available for the prospective ward;

(5) matters relating to capacity of the prospective ward, including mediation of conflicts regarding an incapacity determination;

(6) issues of mediation confidentiality and the privacy interests of the parties to mediation;

(7) the ward's bill of rights;

(8) the importance of involving the prospective ward and focusing mediation on the prospective ward;

(9) practical matters regarding a guardian's responsibilities to conduct inventories, accountings, and reports on the ward's estate, as well as other fiduciary duties; and

(10) the role of the Mediator as an impartial facilitator in resolving contested matters.

(d) The Commission may approve a course provided by an alternative dispute resolution system or other dispute resolution organization as an approved guardianship mediation training course.

(e) Once a guardianship mediation training course is approved, the Commission will post the name of the course and its provider on the Commission's website.

(f) A Mediator is encouraged to attend a guardianship mediation training course approved by the Commission, but attendance is not a required prerequisite to conduct a guardianship mediation. A court has discretion to refer a contested guardianship dispute to any Mediator, regardless of whether the Mediator has attended a guardianship mediation training course approved by the Commission.

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FEES OF THE JUDICIAL BRANCH CERTIFICATION COMMISSION

Certified Court Reporters and Registered Court Reporting Firms

(a) Applicants for Certification, Certification by Endorsement, Provisional Certification, and Apprenticeship.

(1) Certification Application Fee—$200

(2) Certification by Endorsement Application Fee—$200

(3) Provisional Certification Application Fee—$200

(4) Apprenticeship Application Fee—$200

(5) Examination Fee—$~~125~~175 for Part A and $~~75~~100 for Part B

(6) Renewal Fee—$200

(7) Late Renewal Fee (Expired for 90 Days or Less)—$300

(8) Late Renewal Fee (Expired More than 90 Days but Less than 1 Year)—$400

(9) Recertification Fee (Moved to Another State)—$400 (A person who was certified in this State, moved to another state, and is currently certified and has been in practice in the other state for one year preceding the date of application may obtain a new certification without reexamination by paying a fee of$400.)

(10) Regrading Fee—$35

(11) Certificate Replacement Fee—$ 15

(12) Certification Card Replacement Fee—$5

(b) Applicants for Registration and Registered Court Reporting Firms.

(1) Registration Fee—$200 plus any unpaid late renewal fee for any pre-existing expired registration

(2) Renewal Fee—$200

(3) Late Renewal Fee (Expired for 90 Days or Less)—$300

(4) Late Renewal Fee (Expired More than 90 Days but Less than 1 Year)—$400

(5) Registration Replacement Fee—$15

Certified Guardians

(a) Certification Application Fee—$100 (An employee of the Texas Health and Human Services Commission Office of Guardianship ("HHSC") who is applying for certification to provide guardianship services to a ward of the HHSC is exempt from payment of this fee.)

(b) Examination Fee (initial)—$175 (This fee must be paid separately from all other fees by the date established in the exam schedule.)

(c) Examination Fee (retake)—$175 (This fee must be paid separately from all other fees by the date established in the exam schedule.)

(d) Renewal Fee—$100 (An employee of the Texas HHSC who is applying for renewal of certification to provide guardianship services to a ward of the HHSC is exempt from payment of this fee.)

(e) Late Renewal Fee (Expired for 90 Days or Less)—$150

(f) Late Renewal Fee (Expired More than 90 Days but Less than 1 Year)—$200

(g) Recertification Fee (Moved to Another State)—$200 (A person who was certified in this State, moved to another state, and is currently certified and has been in practice in the other state for one year preceding the date of application may obtain a new certification without reexamination by paying a fee of $200.)

(h) Certification Card Replacement Fee—$5

Registered Guardianship Programs

(a) Initial Registration Application Fee—$200

(b) Renewal Fee—$200

(c) Late Renewal Fee (Expired for 90 Days or Less)—$300

(d) Late Renewal Fee (Expired More than 90 Days but Less than l Year)—$400

Certified Process Servers

(a) Certification Application Fee—$200

(b) Renewal Fee—$200

(c) Late Renewal Fee (Expired for 90 Days or Less)—$300

(d) Late Renewal Fee (Expired More than 90 Days but Less than l Year)—$400

(e) Recertification Fee (Moved to Another State)—$400 (A person who was certified in this State, moved to another state, and is currently certified and has been in practice in the other state for one year preceding the date of application may obtain a new certification without reexamination by paying a fee of $400.)

(f) Certification Card Replacement Fee—$5

Licensed Court Interpreters

(a) License Application Fee—$200

(b) Renewal Application Fee—$200

(c) Upgrade to Master Application Fee—$25

(d) Additional Language Fee—$25

(e) Replacement License Fee—$5

(f) Written Examination Fee—$100

(g) Oral Examination Fee—$300

(h) Late Renewal Fee (Expired for 90 Days or Less)—$300

(i) Late Renewal Fee (Expired More than 90 Days but Less than 1 Year)—$400

(j) Relicensing Fee (Moved to Another State)—$400 (A person who was licensed in this State, moved to another state, and is currently licensed and has been in practice in the other state for one year preceding the date of application may obtain a new license without reexamination by paying a fee of $400.)

(k) License Card Replacement Fee—$5

Fee Waivers

(a) Pursuant to Sections 55.0041 and 55.009 of the Occupations Code, the application and examination fees are waived for the following persons:

(1) a military service member or military veteran whose military service, training, or education substantially meets all of the requirements of the certification, registration, or license for which the military service member or veteran applies; or

(2) a military service member, military veteran, or military spouse who holds a current certification, registration, or license in good standing issued by another jurisdiction which has certification, registration, or licensing requirements that are substantially similar to the requirements enforced by the Commission.

(b) Pursuant to Section 154.107 of the Government Code, the registration and renewal fees for a court reporting firm are waived if a certified court reporter submits to the Commission:

(1) an affidavit swearing that the reporter owns more than 50 percent of the firm and maintains actual control of the firm; and

(2) corroborating evidence, such as copies of tax forms and business entity filings, of ownership and actual control of the firm.

Certified Guardians

Code of Ethics and Minimum Standards for Guardianship Services

Code of Ethics

Preamble. The purpose of this Code of Ethics and Minimum Standards for Guardianship Services (Minimum Standards) is to protect the interests of incapacitated persons in Texas by ensuring that certified guardians and guardianship programs provide guardianship services in a professional and competent manner. These standards are promulgated by the Texas Supreme Court pursuant to Section 155.101 of the Texas Government Code.

1. *Ward's Independence and Self-Reliance Promoted.* Guardianships in Texas are designed to grant authority over an incapacitated person only to the extent necessary to promote and protect the incapacitated person's well-being. To that end, the guardian must seek to encourage the development or maintenance of maximum independence and self-reliance to the extent consistent with the ward's health and safety and financial circumstances, with the eventual goal, if possible, of self-sufficiency.

2. *Fiduciary Relationship.* A guardian is a fiduciary of a ward under the guardian's care and must exhibit the highest degree of loyalty and fidelity in the guardian's relations with the ward.

3. *Confidentiality.* A guardian must treat information relating to a ward under the guardian's care as confidential and may disclose such information only with the consent of the ward or, if the ward cannot give consent, only as necessary to promote and protect the ward's wellbeing. To the extent not inconsistent with the ward's direction and best interests, or to the extent necessary to respond to a complaint or investigation, a guardian may disclose information about the ward's condition to family and friends of the ward or to an appropriate government entity. A guardian must disclose information about those matters specified in Section 1151.056, Texas Estates Code, to a ward's spouse, parents, siblings and children, unless the court relieves the guardian of the duty to do so in accordance with Section 1151.056, Texas Estates Code.

4. *Ward's Preferences Generally Respected.* When making decisions on behalf of a ward, a guardian must strive to act in accordance with the known or ascertainable preferences of the ward, including preferences expressed in valid estate planning documents, unless to do so would cause substantial harm to the ward's person or property, in which case the guardian should make decisions that are in the best interest of the ward. A guardian must regularly visit and, to the extent feasible, confer with the ward regarding decisions to be made in and on the ward's behalf. To the extent not inconsistent with the ward's direction and best interests, a

guardian may confer with family and friends of the ward concerning the ward's preferences.

5. *Duty of Competence.* A guardian of the person must make reasonable and informed decisions about the ward's residence, care, treatment, and services. A guardian of the estate must take care of and manage the estate as a prudent person would manage the person's own property unless relevant law imposes a higher standard of care. In either case, a guardian must exercise reasonable diligence to remain informed about options available to the ward to promote independence and self-reliance. A guardian must refrain from making decisions outside of the scope of authority granted to the guardian by law or court order.

6. *Less Restrictive Alternatives Preferred.* In determining the ward's residence, a guardian must strive to select a residence that represents the least restrictive environment available, both practically and financially. In making decisions relating to the ward's health, the guardian must strive to select care, treatment and service options that represent the least restrictive form of intervention available, both practically and financially. In either event, the guardian must give due consideration to the ward's preferences and well-being.

7. *Avoidance of Conflicts of Interest and Self-Dealing.* A must avoid conflicts of interest and refrain from personally engaging in transactions with the ward and other forms of self-dealing, except in a manner authorized by law.

8. *Responsibility to Keep Court Apprised of Condition of Ward's Person or Property*. A guardian must keep the court monitoring the guardianship apprised of the guardian's and ward's whereabouts and the condition of the ward's person and estate, including timely filing reports and accounts as required by law or court order, and updating the court regarding significant, material changes as they occur.

9. *Responsibility to Seek Modification or Termination of Guardianship.* A guardian must seek modification of the terms of the guardianship or termination of the guardianship when appropriate to promote the independence and self-reliance of the ward. Upon termination of a guardianship, the guardian must settle and close the guardianship competently and without unnecessary delay.

10. *Responsibility to Manage Caseload.* A guardian must not accept a new appointment if doing so would substantially and adversely affect the guardian's ability to fulfill duties to any ward already under the guardian's care. When a guardian can no longer effectively perform the duties of ~~the~~a guardian to a ward under the guardian's care, the guardian must take necessary steps to alert the court of the need for the appointment of a successor guardian.

Minimum Standards for Guardianship Services

1. *Applicability.* These Minimum Standards apply to the provision of guardianship services by certified guardians, guardianship programs, and the Texas ~~Department of Aging and Disability Services~~Health and Human Services Commission. Unless the context clearly indicates otherwise, a Minimum Standard applicable to a guardian appointed by a court is equally applicable to a guardianship program appointed as guardian by a court.

2. *Relationship with the Court.*

   (a) Guardianships are established through a legal process and are subject to the supervision of the court.

   (b) The guardianship court order determines the authority and the limitations of the guardian.

   (c) The guardian must know the extent of the powers granted by the court and must not act beyond those powers.

   (d) The guardian must clarify with the court any questions about the meaning of the order or directions from the court before taking action based on the order or directions.

   (e) The guardian must obtain court authorization for actions that are subject to court approval.

   (f) The guardian must submit reports regarding the status of the guardianship to the court as ordered by the court or required by the Texas Estates Code, but not less often than annually.

   (g) All payments to the guardian from the assets of the ward must follow applicable federal or Texas statutes, rules, and requirements and are subject to review by the court.

3. *Relationship with the Ward.*

   (a) The guardian must maintain a professional relationship with the ward. The guardian must treat the ward with respect, consideration, and recognition of the ward's dignity and individuality.

   (b) The guardian must not engage in sexual relations with a ward.

   (c) Unless this right of the ward is limited by a court or otherwise restricted by law, the guardian must keep the ward informed about the terms and limitations of the guardianship.

(d) Unless this right of the ward is limited by a court or otherwise restricted by law, the guardian must provide the ward contact information for the court, the Judicial Branch Certification Commission, the Department of Family and Protective Services, Disability Rights Texas, and other state and local agencies and organizations which provide resources on aging, disability, mental health, and intellectual and developmental disabilities.

4. *Relationship with Family Members and Friends of the Ward.*

(a) The guardian must maintain a professional relationship with the ward's family and the ward's friends.

(b) The guardian must recognize the value of family and friends to the quality of life of the ward. The guardian must encourage and support the ward in maintaining contact with family members and friends when doing so benefits the ward.

(c) The guardian must assist the ward in maintaining or reestablishing relationships with family and friends, except when doing so would not be of benefit to the ward.

(d) When disposing of the ward's assets, the guardian may notify family members and friends and give them the opportunity, with court approval and in compliance with the Texas Estates Code, to obtain assets (particularly those with sentimental value).

(e) The guardian must make reasonable efforts to preserve property designated in the ward's will and other estate planning devices executed by the ward. Subject to court approval, the present needs of a ward, if not covered by other property, may have priority over preservation of designated property.

(f) The guardian may maintain communication with the ward's family and friends regarding significant occurrences that affect the ward when that communication would benefit the ward.

(g) The guardian must maintain communication with the ward's spouse, parents, siblings, and children if the ward is admitted to a medical facility for acute care for three days or longer, the ward's residence has changed, or the ward is staying at a location other than the ward's residence for longer than a week, unless the court relieves the guardian of the duty to do so in accordance with Section 1151.056, Texas Estates Code.

(h) The guardian may keep immediate family members and friends advised of all pertinent medical issues when doing so would benefit the ward. The guardian may request and consider family input when making medical decisions.

(i) The guardian must inform the ward's spouse, parents, siblings, and children if the ward dies and, in the event of the ward's death, of any funeral arrangements and the ward's final resting place, unless the court relieves the guardian of the duty to do so in accordance with Section 1151.056 Texas Estates Code.

5. *Relationship with Other Professionals and Providers of Service to the Ward.*

(a) The guardian must treat all professionals and service providers with courtesy and respect and strive to enhance cooperation on behalf of the ward.

(b) The guardian must develop and stay current with the services, providers, facilities, and community resources to ensure that the ward receives high-quality services from the most appropriate provider.

(c) The guardian must coordinate and monitor services needed by the ward to ensure that the ward is receiving the appropriate care and treatment. A guardian must not provide direct services to the ward for compensation unless a written contract approved by the court authorizes the provision of such services.

(d) The guardian must engage the services of professionals (such as attorneys, accountants, stockbrokers, real estate agents, doctors) as necessary to appropriately meet the needs of the ward and in compliance with the Texas Estates Code.

(e) The guardian must avoid even the appearance of a conflict of interest or impropriety when dealing with the needs of the ward. Impropriety or conflict of interest arises where the guardian has some personal or agency interest that can be perceived as self-serving or adverse to the position or best interest of the ward. A conflict of interest may also arise where the guardian has dual or multiple relationships with a ward which conflict with each other or has a conflict between the best interests of two or more wards. The guardian must disclose dual or multiple relationships to the court, except those which are casual, coincidental or allowed under Standard 15(c). Governmental entities and guardianship programs providing multiple services must maintain an arm's-length relationship between those services.

6. *Informed Consent.*

(a) The guardian must enable the ward to exercise the ward's right to make informed consent decisions to the greatest extent of the ward's capacity and ability. Unless this right of the ward is limited by a court or otherwise restricted by law, the guardian must annually explain the rights of the ward listed in §1151.351, Texas Estates Code, in the ward's native

language, or preferred mode of communication, and in a manner accessible to the ward.

(b) Unless this right of the ward is limited by a court or otherwise restricted by law, the guardian must provide the ward a copy of the guardianship order, letters of guardianship, contact information for the court that issued the letters, contact information for the Judicial Branch Certification Commission, and other entities required by §1151.351, Texas Estates Code.

(c) The guardian, standing in the place of the ward who lacks capacity, must access the same information that would have been given to the ward if the ward had capacity in order to make informed substituted judgments on behalf of the ward.

(d) The guardian must make a good faith effort to determine whether the ward has previously stated any preferences before making any decisions on the ward's behalf and then follow these preferences unless doing so would adversely affect the ward or the ward's estate.

(e) The guardian may make decisions that are contrary to the known preferences of the ward when following the wishes of the ward would adversely affect the ward.

7. *Standards for Decision-Making.*

(a) Each decision made by the guardian must be an informed decision based on the principle of Informed Consent.

(b) Substituted Judgment.

(1) Substituted Judgment is the principle of decision-making that substitutes, as the guiding force in any surrogate decision made by the guardian, the decision the ward would have made when competent.

(2) Substituted Judgment promotes the underlying values of self-determination and wellbeing of the ward.

(3) Substituted Judgment is not used when following the ward's wishes would cause substantial harm to the ward or when the guardian cannot establish the ward's prior wishes.

(c) Best Interest of the Ward.

(1) Best Interest is the standard of decision-making the guardian should use when the ward

has never had capacity or when the ward's wishes cannot be determined.

(2) The Best Interest standard requires the guardian to consider the least intrusive, most normalizing, and least restrictive course of action possible to provide for the needs of the ward.

(3) The Best Interest standard is used when following the ward's wishes would cause substantial harm to the ward, or when the guardian is unable to establish the ward's prior or current wishes.

(4) Best Interest decisions include consideration of the ward's current and previously expressed wishes.

8. *Least Restrictive Alternative.*

(a) The guardian must carefully evaluate the alternatives that are available and choose the one that best meets the needs of the ward while placing the least restrictions on his or her freedom, rights, and ability to control his or her environment.

(b) The guardian must weigh the risks and benefits and develop a balance between maximizing the independence and self-determination of the ward and maintaining the ward's protection and safety.

(c) The following guidelines apply in the determination of the least restrictive alternative:

(1) The guardian must become familiar with the available options for residence, care, medical treatment, vocational training, and education.

(2) The guardian must make a good faith effort to know the ward's preferences.

(3) The guardian must consider assessments of the ward's needs as determined by specialists. This may include an independent assessment of the ward's functional ability, the ward's health status, and the ward's care needs.

9. *Self-Determination of the Ward.*

(a) The guardian must provide the ward with every opportunity to exercise those rights that the ward might be capable of exercising as they relate to the care of the ward's person.

(b) The guardian must encourage the development or maintenance of maximum self-reliance

and independence of the ward.

(c) The guardian must advocate for individualized planning and the least restrictive alternative on behalf of the ward.

10. *Duties Regarding Diversity and Personal Preference of the Ward*. The guardian must make a good faith effort to determine the extent to which the ward identifies with particular ethnic, religious, gender, cultural, and personal values and to make decisions consistent with these values, unless doing so would result in substantial harm to the ward's person or property.

11. *Confidentiality.*

(a) Subject to state and federal law, the guardian must keep the affairs of the ward confidential.

(b) The guardian must respect the ward's privacy and dignity, especially when the disclosure of information is necessary.

(c) Disclosure of information must be limited to what is necessary and relevant to the issue being addressed in the best interest of the ward.

12. *Duties of the Guardian of the Person.* The guardian of the person has the following duties and obligations to the ward unless the order of appointment provides otherwise:

(a) To see that the ward is living in the most appropriate environment that addresses the ward's wishes and needs.

(1) The guardian must authorize moving a ward to a more restrictive environment only after evaluating other medical and health care options and making an independent determination that the move is the least restrictive alternative at the time, fulfills the current needs of the ward, and serves the overall best interest of the ward.

(2) When the guardian considers involuntary or long-term placement of the ward in an institutional setting, the bases of the decision must be to minimize the risk of substantial harm to the ward, to obtain the most appropriate placement possible, and to secure the best treatment for the ward.

(b) To ensure that provision is made for the support, care, comfort, health, and maintenance of the ward.

(c) To make reasonable efforts to secure for the ward medical, psychological, therapeutic, and

social services, training, education, and social and vocational opportunities that are appropriate and that will maximize the ward's potential for self-reliance and independence.

(d) To seek specific judicial authority when the dissolution of a marriage or another extraordinary circumstance is being addressed.

(e) To file with the court, on a timely basis but not less often than annually, all reports required by the Texas Estates Code or as ordered by the court.

(f) To petition the court for modification or termination of the guardianship when the ward's capacity is partially or completely restored.

13. *Guardian of the Person: Initial and Ongoing Responsibilities.*

(a) After appointment, the guardian must:

(1) Address all issues of the ward that require immediate action.

(2) Meet with the ward as soon after the appointment as is feasible. At the first meeting, to the extent possible given the ward's capacity to comprehend and communicate, the guardian must:

(A) Communicate to the ward the role of the guardian;

(B) Explain the rights retained by the ward;

(C) Unless this right of the ward is limited by a court or otherwise restricted by law, deliver a copy of the guardianship order, letters of guardianship, a copy of the Bill of Rights for Wards, Subchapter H, Chapter 1151, Texas Estates Code, and contact information for the court that issued the order and letters.

(D) Unless this right of the ward is limited by a court or otherwise restricted by law, provide the ward contact information for regulatory agencies and resource organizations as required by §1151.351, Texas Estates Code.

(E) Assess the ward's physical and social situation, the ward's educational, vocational, and recreational needs, the ward's preferences, and the support systems available to the ward; and

(F) Attempt to gather any missing necessary information regarding the ward.

(3) Notify relevant agencies and individuals of the appointment of a guardian and complete the intake process by documenting:

(A) Physician's evaluation.

(B) Psychological or neuropsychological evaluation, if appropriate.

(C) An inventory of advance directives: Such statements of intent would include, but are not limited to, powers of attorney, living wills, and organ donation statements.

(b) The guardian must obtain all public benefits for which the ward is eligible and are appropriate to the ward's best interest.

(c) The guardian must establish and maintain contact with the guardian of the estate or other fiduciary of the ward, where appropriate.

(d) The guardian must develop and monitor a written guardianship plan setting forth short-term and long-term goals for meeting the ward's needs that are addressed in the guardianship order.

(1) The plan must use a multidisciplinary approach to address medical, psychiatric, social, vocational, educational, training, residential, and recreational needs of the ward as applicable and appropriate.

(2) The plan must also address whether the ward's finances and budget are in line with the services the ward needs and are flexible enough to deal with the changing status of the ward.

(3) Short-term goals are issues that need to be addressed immediately or as soon as possible and long-term goals are issues that require on-going attention.

(4) The plan must be updated no less often than annually.

(e) The guardian must maintain a separate file for each ward. The file must include, at a minimum, the following information and documents:

(1) The ward's name, date of birth, address, telephone number, Social Security number, medical coverage, physician, diagnoses, medications, and allergies to medications;

(2) All legal documents involving the ward;

(3) Advance directives;

(4) A list of key contacts;

(5) A list of service providers, contact information, a description of services provided to the ward, and progress/status reports;

(6) A list of all known over-the-counter and prescribed medication the ward is taking, the dosage, the reason why it is taken, and the name of the doctor prescribing the medication if applicable. The guardian must update the list after each of the guardian's visits or as the guardian receives information;

(7) Documentation of all ward and collateral contacts, including the date, time, and activity;

(8) Progress notes that are as detailed as necessary to reflect contacts made and work done regarding the ward;

(9) The guardianship plan;

(10) An inventory, if required;

(11) Assessments regarding the ward's past and present medical, psychological, and social functioning;

(12) Documentation of the ward's known values, lifestyle preferences, and known wishes regarding medical and other care and service; and

(13) A photograph of the ward.

(f) The guardian must visit the ward not less often than monthly consistent with the requirements below unless otherwise ordered by the court.

(1) The guardian must assess the ward's physical appearance and condition and assess the appropriateness of the ward's current living situation and the continuation of existing services, taking into consideration all aspects of social, psychological, educational, direct services, and health and personal care needs as well as the need for any additional services.

(2) The guardian must maintain substantive communication with service providers, caregivers, court visitors, and others attending to the ward.

(3) The guardian must make a good faith effort to participate in all care or planning conferences concerning the residential, educational, vocational, or rehabilitation program of the ward.

(4) The guardian must make a good faith effort to obtain an appropriate service plan for the ward from each service provider and must take appropriate action to ensure that service plans are being implemented.

(5) The guardian must regularly examine all services and all charts, notes, logs, evaluations, and other documents regarding the ward at the place of residence and at any program site to ascertain that the care plan is being properly followed.

(6) The guardian must advocate on behalf of the ward with staff in an institutional setting and other residential placements. The guardian must assess the overall quality of services provided to the ward, using accepted regulations and care standards as guidelines and seeking remedies when care is found to be deficient.

(7) The guardian must maintain a record of each in-person visit with the ward, including the date, time, and location of the visit. Upon request, the guardian must provide a copy of the record to the Judicial Branch Certification Commission and the court.

14. *Decision-Making About Medical Treatment.*

(a) The guardian must promote, monitor, and maintain the ward's health and well-being.

(b) The guardian must ensure that all reasonably available medical care necessary for the ward is provided.

(c) The guardian must make a good faith effort to determine whether the ward, before becoming incapacitated, executed any advance directives, such as a living will, a durable power of attorney, or any other specific written or oral declaration of intent. On finding such documents, the guardian must consider the ward's wishes in the decision-making process.

(d) The guardian must make decisions about withholding or withdrawing medical treatment in accordance with the above provisions unless restricted by the order appointing the

guardian.

(e) Subject to available local and financial resources, the guardian must explore treatment options in medical interventions posing a significant risk to the ward.

15. *Conflict of Interest: Ancillary and Support Services.*

(a) The guardian must avoid even the appearance of a conflict of interest or impropriety when dealing with the needs of the ward. Impropriety or conflict of interest arises where the guardian has some personal or agency interest that can be perceived as self-serving or adverse to the position or best interest of the ward. A conflict of interest may also arise where the guardian has dual or multiple relationships with a ward which conflict with each other or has a conflict between the best interests of two or more wards. The guardian must disclose dual or multiple relationships to the court, except those which are casual, coincidental or allowed under Standard 15(c).

(b) If the guardian becomes aware or is made aware that a conflict of interest exists in the guardian's relationship with a ward, the guardian must immediately disclose to the court the existence and nature of the conflict of interest.

(c) Unless authorized by court order, the guardian, other than the ~~Department of Aging and Disability Services~~Health and Human Services Commission and guardianship programs, must not directly provide housing, medical, or other direct services to the ward. Persons who own, operate or are employed by, or associated with, an entity that provides health care, habilitation, support, vocational, residential supervision or other direct services do not qualify as a guardianship program. This includes persons who own, operate or are employed by or associated with such entities which are not licensed.

(1) The guardian must coordinate and assure the provision of all necessary services to the ward rather than providing those services directly.

(2) To ensure that the guardian remains free to challenge inappropriate or poorly delivered services and to advocate vigorously on behalf of the ward, the guardian must be independent from all service providers.

(d) The guardian may not employ ~~his or her~~their friends or family to provide services for a profit or fee unless no alternative is available and the guardian discloses this arrangement to the court.

(e) The guardian must not solicit or accept incentives from service providers.

(f) The guardian must consider various ancillary or support service providers and select the providers that best meet the needs of the individual ward.

16. *Duties of the Guardian of the Estate.*

(a) The guardian of the estate must maintain and manage the ward's estate as a prudent person would manage the person's own property consistent with a fiduciary's duties and responsibilities set forth in the Texas Estates Code.

(b) The guardian must supervise all income and disbursements of the estate in accordance with the Texas Estates Code.

(c) The guardian must manage the estate only for the benefit of the ward.

(d) The guardian must safeguard estate assets by keeping accurate records of all transactions and be able to fully account for all the assets in the estate.

(e) The guardian must keep estate money separate from the guardian's personal money.

(f) The guardian must keep the money of individual estates separate.

(g) The guardian must make claims against others on behalf of the estate as deemed in the best interest of the ward and must defend against actions that would result in a loss of estate assets in compliance with the Texas Estates Code.

(h) The guardian must employ prudent accounting procedures when managing the estate.

(i) The guardian must determine if a will exists and, for estate planning purposes only, may request that a copy be provided to the court for in camera inspection under Section 1162.005 of the Texas Estates Code.

17. *Guardian of the Estate: Initial and Ongoing Responsibilities.*

(a) With the proper authority, the initial steps after appointment as guardian are as follows:

(1) The guardian must address all issues of the estate that require immediate action, which include, but are not limited to, securing all real and personal property, insuring it at current market value, and taking the steps necessary to protect it from damage, destruction, or loss.

(2) The guardian must meet with the ward as soon after the appointment as feasible. At the first meeting the guardian must:

(A) Communicate to the ward the role of the guardian;

(B) Outline the rights retained by the ward and the grievance procedures available;

(C) Assess the previously and currently expressed wishes of the ward and evaluate them based on current acuity; and

(D) Attempt to gather from the ward any necessary information regarding the estate.

(b) The guardian must prepare a financial plan and budget that correspond with the care plan for the ward. The guardian of the estate and the guardian of the person (if one exists) or other health care decision-maker must communicate regularly and coordinate efforts with regard to the care and financial plans, as well as other events that might affect the ward.

(c) The guardian must post and maintain a bond with surety sufficient for the protection of the estate unless the guardian is exempt from bond by law.

(d) The guardian must obtain all public benefits for which the ward is eligible.

(e) The guardian must thoroughly document the management of the estate and the carrying out of any and all duties required by statute or regulation.

(f) The guardian must prepare an inventory of the ward's property in compliance with the Texas Estates Code and as otherwise ordered by the court.

(g) All accountings must contain sufficient information to clearly describe all significant transactions affecting administration during the accounting period in compliance with the Texas Estates Code and as otherwise ordered by the court. All accountings must be complete, accurate, and understandable.

(h) The guardian must oversee the disposition of the ward's assets to qualify the ward for any public benefits program.

(i) On the termination of the guardianship or the death of the ward, the guardian must facilitate the appropriate closing of the estate and submit a final accounting to the court.

(j) The guardian must monitor the personal trust account of the institution-based ward.

(k) The guardian must, when appropriate, open a burial account and make funeral arrangements for the ward.

18. *Property Management.*

(a) The guardian may not sell, encumber, convey, or otherwise transfer property of the ward, or an interest in that property, without judicial authority.

(b) The guardian must obtain an independent appraisal of real and personal property whenever ordered by the court.

(c) The guardian must provide for insurance coverage, as appropriate, for property in the estate.

19. *Conflict of Interest: Estate, Financial, and Business Services.*

(a) The guardian must avoid even the appearance of a conflict of interest or impropriety when dealing with the needs of the ward. Impropriety or conflict of interest arises where the guardian has some personal or agency interest that can be perceived as self-serving or adverse to the position or best interest of the ward. A conflict of interest may also arise where the guardian has dual or multiple relationships with a ward which conflict with each other or has a conflict between the best interests of two or more wards. The guardian must disclose dual or multiple relationships to the court, except those which are casual, coincidental or allowed under Standard 15(c). Governmental entities and guardianship programs providing multiple services must maintain an arm's-length relationship between those services.

(b) If the guardian becomes aware or is made aware that a conflict of interest exists in the guardian's relationship with the ward, the guardian must immediately disclose to the court the existence and nature of the conflict of interest.

(c) The guardian must not commingle personal or program funds with the funds of the ward.

(d) The guardian must not sell, encumber, convey, or otherwise transfer the ward's real or personal property or any interest in that property to himself or herself, a spouse, a coworker, an employee, a member of the board of the agency or corporate guardian, an agent, or an attorney, or any corporation or trust in which the guardian has a substantial beneficial

interest.

(e) The guardian must not sell or otherwise convey to the ward property from any of the parties noted above.

(f) The guardian must not loan, give, or use the ward's income or assets to support or benefit other individuals directly or indirectly unless specific prior court approval is obtained.

(g) The guardian must not borrow funds from, or lend funds to, the ward unless there is prior notice of the proposed transaction to interested persons and others as directed by the court.

(h) The guardian must not profit from any transactions made on behalf of the ward's estate at the expense of the estate, unless authorized to do so by the court. The guardian must not compete with the estate, unless authorized to do so by the court.

20. *Modification and Termination of the Guardianship.* The guardian may seek modification or termination of the guardianship in the following circumstances pursuant to the Texas Estates Code:

(a) When it appears that the ward has developed or regained capacity in areas in which he or she was found incapacitated by the court.

(b) When less restrictive alternatives exist.

(c) When the ward expresses the desire to challenge the necessity of all or part of the guardianship.

(d) When the ward has died.

21. *Management of Multiple Guardianship Cases.*

(a) The guardian must limit the guardianship caseload to a size that allows the guardian to accurately and adequately provide care, supervise, and protect each ward; that allows a minimum of one visit per month with each ward; that allows regular contact with all service providers; and that allows the guardian to comply fully with all requirements contained in statutes, Rules, Code of Ethics and Minimum Standards for guardians. The guardian should decline to accept additional appointments if to do so would substantially and adversely impair the guardian's ability to fulfill duties to wards already under the guardian's care. When a guardian can no longer effectively perform the duties of the guardian to a ward under the guardian's care, the guardian shall take necessary steps to alert the court of the

need for the appointment of a successor guardian.

(b) In order to develop and maintain an appropriately sized caseload, the guardian should consider:

(1) Whether the guardian has been appointed as guardian of the person, guardian of the estate, or both for each case in the guardian's caseload.

(2) The complexity and overall demands of each case.

(3) The amount of travel time necessary to visit each ward at least once per month and to have regular contact with each ward's service providers.

(4) The amount of time required to:

(A) complete the necessary tasks, assessments, and observations during a visit with each ward;

(B) contact each service provider for a ward and to obtain from each of them updated information concerning the ward's condition, the services being provided, and any additional or different services needed by the ward;

(C) confer with or contact family and/or friends of the ward, to arrange for visits or other types of contact between the ward and the ward's family and friends;

(D) perform all financial functions which are part of the guardian's responsibilities regarding a ward; and

(E) timely complete all updates to the file of each ward and timely complete all reports required for each ward.

(5) Other duties of the guardian including but not limited to administrative duties, such as documenting the ward's file, listed above.

(6) Whether ancillary support is available to the guardian.

(c) An individual certified or provisionally certified guardian who at any time has ~~50~~40 or more wards appointed or assigned to him or her must, within 10 days, report this situation to the Certification Division Director of the Judicial Branch Certification Commission. The report must include a list of all the guardian's cases and must provide for each case the

cause number, court and county; the name and residence location of the ward; the type of guardianship (person, estate or both); and the dates the guardian was appointed, qualified and/or assigned to each case. Upon request by the Certification Division Director of the Judicial Branch Certification Commission, the guardian must provide additional information.

22. *Quality Assurance*. The guardian must make a good faith effort to provide quality in the services the guardian delivers and to develop a quality assurance program to that end.

23. *Definitions.*

(a) Advance directive – Has the meaning assigned by Section 166.002 of the Texas Health and Safety Code.

(b) Advocate - To assist, defend, or plead in favor of another.

(c) Best interest - The course of action taken to maximize what is best for a ward. It includes consideration of the least intrusive, most normalizing, and least restrictive alternative possible given the needs and limitations of the ward.

(d) Conflict of interest - Includes situations in which an individual may receive financial or material gain or business advantage from a decision made on behalf of another; situations in which the guardian's responsibilities to a ward will be limited by the guardian's other responsibilities or by a personal interest of the guardian; and situations in which the guardian has dual or multiple relationships with a ward which conflict with each other or has a conflict between the best interests of two or more wards.

(e) Corporate fiduciary - Has the meaning assigned by Section 1002.007 of the Texas Estates Code.

(f) Court, probate court, statutory court, statutory probate court - Has the meaning assigned by Section 1002.008 of the Texas Estates Code.

(g) Direct services - Services on behalf of a ward, including medical and nursing care, respite and hospice care, case management, speech therapy, occupational therapy, physical therapy, psychological therapy, counseling, residential services, legal representation, job training, and other similar services.

(h) Estate - Has the meaning assigned by Section 1002.010 of the Texas Estates Code.

(i) Fiduciary - An individual, agency, or organization that has agreed to undertake for another a special obligation of trust and confidence, having the duty to act primarily for another's benefit and subject to the standard of care imposed by law or contract.

(j) Functional assessment - A procedure to measure and document on multiple dimensions the functional capacity, including the ability to fully understand and make decisions, to plan and undertake courses of action, and to evaluate the outcome of such courses of action, and the general well-being of an individual.

(k) Guardian – Has the meaning assigned by Section 1002.012 of the Texas Estates Code. For the purpose of these Minimum Standards, the term also includes Certified Guardians and, unless the context clearly indicates otherwise, guardianship programs and persons who offer or render guardianship services on behalf of guardianship programs.

(1) Certified Guardian – A person who is certified to provide guardianship services in this state by the Judicial Branch Certification Commission.

(2) Engaged in the business of providing guardianship services – To perform, offer to perform, or advertise the performance of guardianship services for compensation.

(3) Guardian of the Estate - A person or entity appointed by the court who has the powers and duties listed in Section 1151.001 and 1151.151 of the Texas Estates Code or as ordered by the court.

(4) Guardian of the Person - A person or entity appointed by the court who has the powers and duties listed in Section 1151.051 of the Texas Estates Code or as ordered by the court.

(5) Guardianship Program – A local, county, or regional program that provides guardianship and related services to an incapacitated person or other person who needs assistance in making decisions concerning the person's own welfare or financial affairs.

(6) Guardianship Services -- Conducting, performing, or administering such duties or powers as prescribed by the Texas Estates Code or under a court order in a guardianship matter.

(7) Private Professional Guardian - A person, other than an attorney or a corporate fiduciary, who is engaged in the business of providing guardianship services.

(l) Incapacitated person - Has the meaning assigned by Section 1002.017 of the Texas Estates

Code.

(m) Informed consent – A person's agreement to allow something to happen that is based on a full disclosure of facts needed to make the decision intelligently, i.e., knowledge of risks involved, alternatives, etc.

(n) Least restrictive alternative - A mechanism, course of action, or environment that allows the ward to live, learn, and work in a setting that places as few limits as possible on the ward's rights and personal freedoms as appropriate to meet the needs of the ward.

(o) Self-determination - A doctrine that states the actions of a person are determined by that person. It is free choice of one's acts without external force.

(p) Social services - These services are provided to meet social needs, including provisions for public benefits, case management, money management services, adult protective services, companion services, and other similar services.

(q) Substituted judgment - The principle of decision-making that requires implementation of the course of action that comports with the individual ward's known wishes expressed before incapacity, provided the individual was once capable of developing views relevant to the matter at issue and reliable evidence of those views remains.

(r) Ward - Has the meaning assigned by Section 1002.030 of the Texas Estates Code.

EXHIBIT 2

Designation of Friends for Life as the Responsible Agent for the Disposition of Deceased Wards
(State of Texas)

I. Purpose
This agreement affirms that **Friends for Life**, a Texas nonprofit organization with its principal office at 5000 Lakewood Drive, Waco, Texas 76710, shall serve as the designated agent with full authority and responsibility for the disposition of remains of any ward under its care, in accordance with Texas law, including **Texas Health and Safety Code § 711.002**.

II. Authority to Act
For all wards under the legal guardianship, conservatorship, or care of Friends for Life (whether by court appointment, contractual agreement, or statutory authority), Friends for Life shall:

1. Have full legal authority to make all decisions regarding the disposition of the ward's remains upon their death, including but not limited to:
    - Burial
    - Cremation
    - Anatomical donation
    - Interment or other lawful methods

2. Select and contract with funeral homes, crematories, cemeteries, and other providers as necessary.

3. Determine the nature and extent of any memorial or funeral service.

4. Receive and control the deceased ward's remains or cremated remains.

5. Obtain and execute all necessary authorizations, permits, and death-related documentation.

III. Financial Responsibility
Friends for Life agrees to assume full financial responsibility for all expenses related to the disposition of each deceased ward's remains, including but not limited to:

- Funeral home or crematory services
- Transportation and storage of remains
- Burial plots, urns, or caskets
- Cremation fees
- Memorial services
- Death certificates and related documentation

Funds from the ward's estate or pre-need arrangements, if available, may be used for this purpose. In the absence of sufficient personal funds, Friends for Life shall be responsible for covering such expenses from its own resources or charitable funds, as deemed appropriate by the organization.

IV. Superseding Other Claims
This designation is intended to take precedence over any claim or decision by next of kin or other legally authorized persons unless a valid and superseding written directive has been executed by the ward prior to their death, in accordance with **Texas Health and Safety Code § 711.002**.

V. Release and Indemnification
All relevant parties, including governmental agencies, healthcare providers, and funeral service providers, are authorized to recognize this designation. Friends for Life shall not be held liable for the good faith execution of these responsibilities in accordance with this agreement and applicable law.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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

Contract Approval Request Form

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

1) **Date of Request:** 11/21/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name:** Professional Services
5) **Department Contact:** Diana Huallpa
6) **Description:** Physician Assistant Contract - CPS case related exams & associated services
7)

8) **PEID No: 402812**
9) **Req No:**
10) **Orgkey:** 1206443300
11) **Object Code:** 5412133
12) **Vendor:** UTMB
13) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

14) **Fund Name:** Child Welfare Fund
15) **Fund #:** 1206
16) **Current Year Budgeted:** 190,000
17) **Current Year Projected:** 190,000
18) **Year 2:**
19) **Year 3:**
20) **Year 4:**
21) **Year 5:**
22) **Totals:**

To Be Completed by Purchasing Department

23) **Contract Start Date:** 10/1/2025
24) **Auto Renewal Contract:** No
25) **Bid No: N/A**
26) **Contract End Date:** 9/30/2026
27) **Contract # Issued by Purchasing Department: 242549**

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	11/21/25 11:44 am
2	Melissa Fleming	Approve	11/21/25 1:49 pm
3	Francisco Rodriguez	Approve	11/24/25 12:22 pm
Notes:	Approved by VVH		
4	Diana Huallpa	Approve	11/24/25 12:57 pm
5	Sergio Cruz	Approve	11/24/25 1:18 pm
6	Veronica Van Horn	Approve	11/24/25 4:28 pm

AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON,
THE GALVESTON COUNTY CHILDREN'S SERVICES BOARD, AND GALVESTON COUNTY FOR SERVICES TO BE PROVIDED FOR THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

This Agreement is entered Into pursuant to Texas Family Code, Chapter 264, by and between The **University** of **Texas** Medical Branch at Galveston ("UTMB"), an institution of The University of Texas System which is an agency of the State of Texas, on behalf of its Department of Pediatrics, **The Galveston County Children's Services Board** ("Board"), acting on behalf of the Texas Department of Family and Protective Services ("CPS"), and **Galveston County** ("County"), the Board's financial conduit for this Agreement.

RECITALS

WHEREAS, Board is authorized by Texas Family Code§ 264.005(d) to provide coordinated state and local public welfare services for children and their families on behalf of CPS; and

WHEREAS, Board desires the professional services of a UTMB Physician Assistant ("PA") or Pediatric Nurse Practitioner ("PNP"), and a Program Coordinator as designated by UTMB, to assist the Board in addressing such health care needs of CPS clientele as described herein; and

WHEREAS, Board desires to pay for said professional services for the children of Galveston County utilizing funds provided by County; and

WHEREAS, UTMB desires to provide the professional services described herein;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, UTMB, Board and County (collectively, the "Parties") agree as follows:

I. RESPONSIBILITIES OF UTMB

1.1 Services Provided. UTMB shall provide a PA/PNP and a Program Coordinator, as designated by UTMB, from UTMB's Department of Pediatrics to perform the services contained in Exhibit A, entitled "Services Provided", attached hereto and incorporated herein for all purposes.

1.2 Availability. UTMB shall provide the services of a PA/PNP and a Program Coordinator in accordance with the terms and conditions provided in Exhibit B, entitled "Availability", attached hereto and incorporated herein for all purposes.

1.3 Reporting. UTMB will report on a monthly basis to CPS, Board, and County's Director of Professional Services as provided in Exhibit A, Item (j).

1.4 Financial Recordkeeping. UTMB shall maintain all necessary financial records to support the expenditure of all funds paid by Board utilizing County funds pursuant to Section III of this Agreement.

1.4.1 The Board, through the offices of the Galveston County Auditor, shall have the unfettered right to audit these financial records for up to three (3) years after the expiration or early termination of the initial term of this Agreement. In addition, should this Agreement be renewed on an annual basis as provided in Article 4.14 below, the Galveston County Auditor shall have the unfettered right to audit these financial records for up to three (3) years after the expiration or early termination of each annual renewal period.

1.4.2 Upon written request, UTMB shall make these financial records available for examination by the Galveston County Auditor at either UTMB's primary business location or any other location in Galveston County that is mutually agreeable to the parties. The County Auditor may receive copies of any records he deems necessary immediately upon request and at no cost to Board or to County.

1.4.3 UTMB shall respond to any discrepancies noted by the Galveston County Auditor in its examination of these financial records within ninety (90) days of receiving written notice of such discrepancies. UTMB and the Galveston County Auditor will work together in an attempt to resolve such discrepancies.

II. RESPONSIBILITIES OF CPS

2.1 Consent for Examination and Treatment. Although it is not a signatory to this Agreement, in accordance with the authority granted Board pursuant to Texas Family Code §264.005(d), the Parties anticipate that CPS shall provide or obtain any legal consent in writing necessary to; conduct a physical examination and diagnostic assessment of a child's medical problem; grant UTMB access to information found in CPS's records; allow children or their parents, guardians, or family members to be interviewed by UTMB for the purpose of obtaining a medical or forensic history; and allow UTMB to share any information obtained during such assessments and/or interviews with CPS representatives. In the event CPS cannot provide or obtain consent, the Parties acknowledge a child may be treated by UTMB pursuant to Chapter 264 of the Texas Family Code or other applicable state law.

2.2 Notice of Meetings. The parties also anticipate that CPS will give UTMB reasonable notice of all meetings, consultations, training sessions, orientation sessions, workshops, or any other events requiring the presence of a representative of UTMB.

2.3 Payment. The Board, utilizing County funds, shall compensate UTMB as provided in Section III of this Agreement.

III. TERMS FOR PAYMENT

3.1 Compensation.

3.1.1 Salary and Benefits Portion. The Board shall compensate UTMB:

(a) seventy percent (70%) of the PA/PNP's salary and benefits.

That amount, ONE HUNDRED TWELVE THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS AND NO CENTS ($112,639.00) shall be payable in twelve (12) equal installments of NINE THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS AND FIFTY-EIGHT CENTS ($9,386.58) per month commencing October 1, 2025.

(b) twenty percent (20%) of the Program Coordinator of the salary and benefits. That amount, EIGHTEEN THOUSAND TWO HUNDRED TWO DOLLARS AND NO CENTS ($18,202.00), shall be payable in twelve (12) equal installments of ONE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND EIGHTY-THREE CENTS ($1,516.83) per month commencing October 1, 2025.

(c) five percent (5%) of the Faculty Medical Director of the salary and benefits. That amount, THIRTEEN THOUSAND EIGHTY-FOUR DOLLARS AND NO CENTS ($13,084.00), shall be payable in twelve (12) equal installments of ONE THOUSAND NINETY DOLLARS AND THIRTY-THREE CENTS ($1,090.33) per month commencing October 1, 2025.

3.1.2 Maintenance & Operations and Overhead Portion. In addition to the Salary and Benefits described in Article 3.1.1 above, Board shall provide UTMB FORTY-SIX THOUSAND SEVENTY-FOUR DOLLARS AND NO CENTS ($46,074.00) for Maintenance & Operations and Overhead Costs. This payment will be paid in twelve (12) equal installments of THREE THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FIFTY CENTS ($3,839.50) per month commencing October 1, 2025.

3.1.3 Maintenance & Operations and Overhead Costs. The Maintenance & Operations and Overhead described in Section 3.1.2 above shall be used to pay:

(a) meeting registration and travel expenses of the PA/PNP for continuing education, and

(b) overhead expenses (e.g. UTMB Human Resources, Legal Affairs, Finance Management)

3.1.4 Total. The total amount of compensation to be received per year by UTMB shall not exceed ONE HUNDRED NINETY THOUSAND, DOLLARS AND NO CENTS ($190,000.00).

3.2 CPS, Board and County shall not be invoiced or billed for any services rendered by UTMB as all medical provider bills owed by CPS or Board for all services provided under this Agreement are included and covered by the payments set forth in Articles 3.1.1 and 3.1.2 above. Further, UTMB shall not bill any third-party payor, including Medicaid, for the services it provides under this Agreement, and CPS, Board and/or County shall be entitled to bill any such third-party payors for services provided by UTMB under this Agreement as allowed by law.

IV. MUTUAL AGREEMENTS

4.1 Indemnification.

4.1.1 To the extent authorized by the Constitution and laws of the State of Texas, Board, to the extent it can bind CPS pursuant to Texas Family Code §264.005(d), and County agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, and their respective officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death or property damage resulting from the acts or omissions of CPS, Board, or County or resulting from the acts or omissions of others under the supervision or control of CPS, Board or County.

4.1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold CPS, Board, County, and their respective officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages. suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, *or* property damage resulting from the acts or omissions of UTMB, UTMB's PA/PNP, Program Coordinator, or the acts or omissions of others under UTMB's supervision or control.

4.2 Self-Insurance. As an agency of the State of Texas. liability for the tortious conduct of all other agents and employees of UTMB, Including house staff, Is provided for solely by the provisions of Chapters 101, 104, and 108 of the Texas Civil Practice and Remedies Code. As a governmental unit established pursuant to Chapter 264 of the Texas Family Code, Board's liability for its tortuous conduct as well as the tortuous conduct of Its agents and employees is provided solely by the provisions of Chapter 101 of the Texas Civil Practice and Remedies Code. As a political subdivision of the State of Texas, County's liability for its tortuous conduct as well as the tortuous conduct of its agents and employees is similarly provided solely by the provisions of Chapter 101 of the Texas Civil Practice and Remedies Code. All parties are self-insured.

4.3 Force Majeure. No party shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by an Act of God, material or labor restrictions imposed by any governmental authority, civil riot, flood, hurricane. or other natural disaster, or any other cause not reasonably within the control of the party failing to perform.

4.4 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. No agreements, amendments, or modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by Parties.

4.5 Governing Law. Venue. Board and UTMB agree that this Agreement shall be construed In accordance with the Constitution and laws of the State of Texas and venue shall lie in Galveston County.

4.6 Severability. If one or more of the provisions of this Agreement. or the

application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances shall remain valid and enforceable.

4.7 Nondiscrimination. The Parties agree that in the performance of this Agreement, there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and that the Parties shall comply with all applicable requirements of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Executive Order 11246, the Vietnam Era Veterans' Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other federal rules and regulations, state laws, and executive orders as applicable.

4.8 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice:

UTMB: Jamie D. Bailey
Executive Vice President,
Chief Financial Officer
The University of Texas Medical Branch at Galveston
301 University Boulevard
Galveston, TX 77555-0128

Cc: Sanjeev Tuli, M.D., M.Ed., F.A.A.P
Chair, UTMB Department of Pediatrics
John Sealy Distinguished Chair and Professor
301 University Boulevard
Galveston, TX 77555-0351

Board: Charity Eames
Board Chair
The Galveston County Children's Services Board
722 Moody Ave., 3rd Floor
Galveston, TX 77550

County: Mark Henry
County Judge
Galveston County Courthouse
722 Moody Ave., 2nd Floor
Galveston, TX 77550

4.9 Termination. Any Party may terminate this Agreement for any reason or no reason or for convenience by giving the other Parties thirty (30) days prior written notice of such intent to terminate.

4.10 Waiver. The waiver by a Party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.

4.11 Compliance. The Parties shall at all times comply with all applicable ordinances, laws, rules, and regulations of local, state, and federal governments, or any political subdivision of agency, authority, or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to either Party.

4.12 Headings. Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.

4.13 Independent Contractor. Each Party is acting herein as an Independent contractor. Except to the extent that Board is an entity of CPS as permitted by Texas Family Code §264.005(d), nothing contained herein shall constitute or designate any Party or their employees or agents to act on behalf of any other Party.

4.14 Effective Dates. This initial term of this Agreement shall become effective October 1, 2025, regardless of the date of execution and, unless terminated sooner as provided in Article 4.9 above, shall remain in effect until September 30, 2026. This Agreement may be extended annually by a letter of extension signed by the Parties. Such letter or extension must include the amount of funds budgeted by Board in support of each renewal term.

V. HIPAA

5.1 Acknowledgment of HIPAA Obligation. To the extent UTMB comes into contact with information considered Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320(d), ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and any pertinent regulations issued by the Department of Health and Human Services ("HHS"), Protected Health Information or Electronic Protected Health Information (collectively, "Protected Information") as regulated by HHS through the adoption of standards, 45 C.F.R. Parts 160 and 164 (Privacy Rule) and 45 C.F.R. Parts 160, 162 and 164 (Security Rule), (collectively, "the HIPAA Rules"), UTMB agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

5.2 UTMB agrees to use and disclose Protected Information only as required to perform the services outlined in this Agreement. UTMB may use and disclose Protected Information for the proper management and administration of UTMB's operations and for data aggregation services to the extent permitted by the HIPAA Rules.

5.3 UTMB will not use or further disclose Protected Information other than as permitted or required under this Agreement or by law.

5.4 UTMB will use appropriate safeguards to prevent the use or disclosure of Protected Information for any reason other than as provided by this Agreement. UTMB shall Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, Integrity, and availability of any Electronic Protected Information UTMB creates, receives, maintains, or transmits on behalf of CPS or The Galveston County Children's Services Board.

5.5 UTMB agrees to promptly notify CPS and Board of any use or disclosure of Protected Information not provided for in this Agreement of which UTMB becomes aware. UTMB shall report to CPS and Board any instances, including security incidents, of which it is aware in which Protected Information Is used or disclosed for a purpose that Is not otherwise provided for by this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

5.6 UTMB shall require any agents or subcontractors who receive Protected Information to be bound by the same restrictions and conditions outlined in this Agreement. Additionally, UTMB shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, Integrity, and availability of Electronic Protected Information that UTMB creates, receives, maintains, or transmits on behalf of CPS or Board.

5.7 To the extent it is determined UTMB maintains a Designated Record Set, UTMB agrees to follow 45 C.F.R. §§ 164.524 (Access of Individuals to Protected Health Information (PHI), 164.526 (Amendment of PHI), and 164.528 (Accounting of Disclosures of PHI) of the HIPPA Rules.

5.8 UTMB agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from CPS or Board available to the Secretary of Health and Human Services or the Secretary's designee for the purpose of determining CPS and Board's compliance with the HIPAA Privacy Regulations.

5.9 After termination of this Agreement, UTMB agrees to return or destroy all Protected Information if feasible, and, if not feasible, UTMB agrees to continue to protect the Protected Information from wrongful use and disclosure.

5.10 UTMB understands that Board, on its own initiative or at the request of CPS, may terminate this Agreement immediately if CPS or Board determines UTMB violated a material tern, of this Agreement and UTMB's actions are not successful in remedying the breach. If termination is not feasible, Board on its own initiative or at the request of CPS may report the problem to the Secretary of Health and Human Services.

5.11 UTMB may use and disclose de-identified Protected Information If the use is disclosed to CPS or Board and CPS advises Board and UTMB it approves of the use of the de-identified Protected Information, and the Protected Information is de-identified in compliance with the HIPAA Rules.

5.12 UTMB shall ensure that all uses and disclosures of Protected Information are subject to the principle of "minimum necessary use and disclosure,"- i.e., that only Protected Information that is the minimum necessary to accomplish the intended purpose of the use or disclosure is used or disclosed.

5.13 UTMB understands that Board has no way of accessing PHI save through the Texas Department of Family and Protective Services ("CPS") in an executive session as provided for in Section 264.005(g) of the Texas Family Code.

The Rest of This Page Has Intentionally Been Left Blank.

EXECUTED EFFECTIVE on the 1st day of October 2025, regardless of the date of execution.

The Galveston County
Children's Services Board

Charity Eames
Board Chair

Date: 09/23/2025

s
Galveston County

Mark Henry
County Judge

Date: _____

Attest:

Dwight D. Sullivan
County Clerk

The University of Texas
Medical Branch at Galveston

Jamie D. Bailey, MBA, CPA, CFE
EVP & Chief Financial Officer

Date: 11/12/2025

Contract Review: NJA

Sanjeev Tuli, M.D., M. Ed., F.A.A.P
Chair, Department of Pediatrics

Date: 10/1/2025

EXHIBIT A
SERVICES PROVIDED

Services to be provided by the PA/PNP to Board as an entity of CPS in Galveston County and the children of Galveston County are as follows:

(a) Provide or assist with child abuse forensic medical evaluations during the three and one-half days of Child Protective Clinic times at either the UTMB ABC Center or the medical facility at the Advocacy Center for Children of Galveston County to facilitate, coordinate, and standardize the work of faculty, residents, nurses, UTMB social workers, and CPS case workers.

(b) Prepare supplies and equipment, including the use of a colposcope for photographs.

(c) Assure that cultures and other laboratory studies are handled correctly.

(d) Assure that UTMB ABC Center child abuse protocols are filled out correctly and reporting letters are submitted in a timely fashion to the police and CPS.

(e) Meet weekly with the Multidisciplinary Case Review Team of the Advocacy Center for Children of Galveston County to review cases seen at UTMB, discuss policies and procedures, and plan educational Interventions.

(f) Testify in court, when called, as to the presence or absence of medical findings.

(g) Participate with professionals and community agencies to assure safe, timely, and complete evaluation of child abuse cases at UTMB.

(h) Assist medical personnel in the evaluation of CPS cases that are sent to UTMB during times that the UTMB ABC Center is not officially in session when time is available in the schedule.

(i) Any member of the Multi-disciplinary (MDT) Team (DFPS, law enforcement, prosecutors, etc.) may refer a child for an examination by the nurse practitioner. The nurse practitioner and/or supervising physician are present at MDT case review meetings and share the necessary information. Acute sexual assault cases should go to the UTMB Emergency Room for a sexual assault forensic examination.

(j) Send monthly reports to CPS, Board, and County's Child Welfare Coordinator containing information detailing the number of children seen, type of abuse noted (physical or sexual), and type of exam each patient was given. At the end of the contract year, the PA/PNP will send a final report to CPS, Board, and County's Child Welfare Coordinator (froy.arcega@co.galveston.tx.us)

(k) Program Coordinator assists with preparation of immunization records, services as custodian of medical photographs, response to requests from CASA volunteers, and scheduling patients for evaluation and other related communications with CPS staff.

EXHIBIT B
AVAILABILITY

For three and one-half days per week (Monday through Friday) devoted to CPS pursuant to this Agreement, the hours of the PA/PNP per week are to be divided as follows:

(a) Three and one-half days per week at the ABC Center operated by UTMB's Children's Hospital at The Primary Care Pavilion, conducting the following Primary Activities: performing forensic medical evaluations, meeting with the Multidisciplinary Case Review Team of the Advocacy Center for Children of Galveston County, and conducting patient follow-up activities, chart reviews, phone calls, or making presentations at court.

(b) Should the PA/PNP employed under this Agreement resign or be terminated, the ABC Clinic Medical Director/Faculty Physician in charge of supervising the PA/PNP will continue to provide the services described in Exhibit A, Services Provided, items (d)-(g) of this Agreement, pending the recruitment of a replacement PA/PNP.

In exchange, The Galveston County Children's Services Board shall continue to compensate UTMB both the Salary and Benefits Portion of the PA/PNP of NINE THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS AND FIFTY-EIGHT CENTS ($9,386.58) per month, the Program Coordinator of ONE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND EIGHTY-THREE CENTS ($1,516.83) per month, the Faculty Medical Director of ONE THOUSAND NINETY DOLLARS AND THIRTY-THREE CENTS ($1,090.33) and the Maintenance & Operations and Overhead Portion of THREE THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FIFTY CENTS ($3,839.50) per month, as provided in Section III of this Agreement.

Galveston - Budget vs Actual - Company - Detail

Company: The County of Galveston
Period: FY2026 - Nov
Time Period: Current Period YTD
Plan Structure: Annual Budget Detail
Plan Name: FY2026-Adopted Budget
FY26 Amended Budget
Worktags: Cost Center: 443300 Child Welfare
Ledger Account/Summary: 5412000:Medical and Dental Services
Book: Modified Accrual

Fund	Cost Center	Program	Project	Ledger Account	Spend Category	Revenue Category	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
1206 Child Welfare Fund	443300 Child Welfare	(Blank)	(Blank)	5412000:Medical and Dental Services	Physicians Assistant	(Blank)	190,000.00	190,000.00	0.00	0.00	0.00	0.00	190,000.00	0.0%
Total Revenues							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Total Expenditures							190,000.00	190,000.00	0.00	0.00	0.00	0.00	190,000.00	0.0%
Net Total (Revenue - Expense)							(190,000.00)	(190,000.00)	0.00	0.00	0.00	0.00	190,000.00	0.0%

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

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

Contract Approval Request Form

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

1) **Date of Request:** 12/8/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Diana Huallpa**
6) **Description: Engineering Services for TDEM/HMGP Elevation grant program - Amendment #1**

7) **PEID No: 723521**
8) **Req No:**
9) **Orgkey: 2890-291010**
10) **Object Code: 5410000**
11) **Vendor: Aran-Franklin Engineering, Inc.**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation-Batch 1**
14) **Fund #: 2890**
15) **Current Year Budgeted: $6,057,179.50**
16) **Current Year Projected: $600,000 (60 Elevations x $10,000) Task Order Contract**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $600,000**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/30/2024
23) **Auto Renewal Contract:** No
24) **Bid No: B242004**
25) **Contract End Date:** 9/29/2026
26) **Contract # Issued by Purchasing Department:**

NOTES: HB1295 On File - Bid Awarded on 03/04/2024

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	11/20/25 1:53 pm
2	Melissa Fleming	Approve	11/20/25 3:57 pm
3	Francisco Rodriguez	Approve	11/20/25 4:45 pm
4	Diana Huallpa	Approve	11/21/25 9:35 am
5	Sergio Cruz	Approve	11/21/25 2:30 pm
6	Veronica Van Horn	Approve	11/24/25 7:39 am

To: Galveston County Commissioners Court

From: Professional Services – Grants Division

Court Date: December 8th, 2025

RE: Amendment #1 to Agreement with Aran-Franklin Engineering, Inc. for HMGP Elevation Design

Background

This memorandum requests the Commissioners Court approval and execution of Amendment #1 to the Agreement for Engineering Services between Galveston County and Aran-Franklin Engineering, Inc., originally executed on September 30, 2024.

The original agreement requires amendment to incorporate all necessary federal provisions and certifications to ensure full compliance with the FEMA Hazard Mitigation Grant Program (HMGP), specifically under FEMA Disaster DR-4332-TX, Projects 25 and 239. The program is administered by the Texas Division of Emergency Management (TDEM) and is funded under the Hazard Mitigation Grant Program (Assistance Listing 97.039), authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Approval of this Amendment is critical to maintaining full eligibility and compliance with the federal funding requirements of 2 CFR Part 200 and the FEMA Hazard Mitigation Assistance Program and Policy Guide v2.1 (2025).

Summary

This Amendment formally incorporates all required federal and state compliance standards into the original Engineering Services Agreement to ensure full eligibility for the FEMA Hazard Mitigation Grant Program (HMGP) funding. Key requirements added include ten federal attachments covering Access to Records and Retention (7 years), Federal Contract Provisions, Equal Employment Opportunity, and prohibitions against Debarment/Suspension and the use of restricted telecommunications equipment. It also mandates adherence to federal cost principles, requires SAM.gov verification, ensures Domestic Preference for U.S. products, and includes necessary Texas Government Code certifications (e.g., non-boycott of Israel).

Financial Summary

The execution of Amendment No. 1 has no direct fiscal impact on the existing contract amount, as the amendment only incorporates necessary federal and state compliance requirements.

Recommendation

Professional Services recommends that the Court approve and authorize the County Judge to execute Amendment #1 to Agreement with Aran-Franklin Engineering, Inc. for HMGP Elevation Design.

Documents for Wet Signature

☒ Amendment #1 to Agreement with Aran-Franklin Engineering, Inc.

AMENDMENT NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES
Between **Galveston County** and **Aran + Franklin Engineering, Inc.**
Original Execution 9/30/2024
Effective upon execution by both Parties

Purpose

This Amendment incorporates required federal provisions and certifications to ensure full compliance with the FEMA Hazard Mitigation Grant Program (HMGP) under FEMA Disaster DR-4332-TX, Projects 25 and 239, administered by the Texas Division of Emergency Management (TDEM).

Funding for this Agreement is provided under the Hazard Mitigation Grant Program (Assistance Listing 97.039), authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

All work performed under this Agreement shall comply with **2 CFR Part 200**, the **FEMA Hazard Mitigation Assistance Program and Policy Guide v2.1 (2025)**, and all applicable federal, state, and local requirements.

1. Incorporation of Federal Provisions

The Parties agree that the Agreement is federally funded under the Hazard Mitigation Grant Program (CFDA 97.039). Accordingly, the following **Attachments** are hereby incorporated:

- **Attachment A –** Access to Records and Retention Clause (2 CFR 200.337)
- **Attachment B –** Federal Contract Provisions per 2 CFR Part 200, Appendix II
- **Attachment C –** Certification Regarding Debarment and Suspension (2 CFR 200.214)
- **Attachment D –** Certification Regarding Lobbying (31 U.S.C. § 1352)
- **Attachment E –** Prohibition on Contracts with Companies Boycotting Israel (§ 2271.002)
- **Attachment F –** Prohibition on Contracts with Certain Companies (§2252 & §2274, Tex. Gov't Code)
- **Attachment G –** SAM.gov Verification (2 CFR Part 25)
- **Attachment H –** Prohibition on Certain Telecommunications and Video Surveillance Equipment (2 CFR § 200.216)
- **Attachment I –** Conflict of Interest Questionnaire (Texas Local Government Code § 176.006)
- **Attachment J –** Equal Employment Opportunity Clause (41 CFR 60-1.4(b))

2. Cost Principles

All costs shall be **allowable, allocable, and reasonable** per 2 CFR §§ 200.403–405, and the Engineer shall maintain sufficient records to substantiate charges.

3. Access to Records

Engineer shall permit the **County, TDEM, FEMA, and the Comptroller General** to access all pertinent records for inspection, audit, and duplication for a period of **seven (7) years after final payment or project closeout**, whichever is later.

4. Domestic Preference

The Engineer shall comply with 2 CFR § 200.322 and ensure, to the maximum extent practicable, the use of U.S. produced iron, steel, manufactured products, and construction materials.

5. Ownership of Documents

The Federal Government retains a **royalty-free, nonexclusive, and irrevocable license** to reproduce, publish, or otherwise use the data produced under this contract for federal purposes.

6. SAM.gov Verification

Engineer certifies it is **actively registered in SAM.gov** and not suspended or debarred from participation in federally assisted programs.

7. Ratification

All other terms and conditions of the Agreement dated September 30, 2024, remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment effective on the date of last signature.

Galveston County	**Aran + Franklin Engineering, Inc.**
By:_____	**By:_____**
Mark Henry	**Chandra Franklin Womack, P.E.**
County Judge	**CEO/President**
Date Signed: _____	**Date Signed: _____**
_____	**Date Attested: _____**
Dwight Sullivan, Galveston County Clerk	

ATTACHMENT A — Access to Records and Retention

Access to Records

The Engineer shall provide the County, the Texas Division of Emergency Management (TDEM), the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Retention of Records

The Engineer agrees to retain all required records for **seven (7) years after the date of final payment** or project closeout, whichever is later. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings have been resolved.

Attachment B — Required Federal Contract Provisions

(2 CFR Part 200, Appendix II)

FEMA Disaster DR-4332-TX | HMGP Projects 25 and 239

Assistance Listing 97.039 – Hazard Mitigation Grant Program

This Agreement is funded in whole or in part by the **Federal Emergency Management Agency (FEMA)** under the **Hazard Mitigation Grant Program (Assistance Listing 97.039)**, administered through the **Texas Division of Emergency Management (TDEM)** for **Disaster DR-4332-TX**, **Projects 25 and 239**.

The following provisions are incorporated and shall apply to this federally assisted contract, consistent with FEMA Contract Provisions Guide (FI-207-21-0001, effective Oct 1, 2024).

1. **Equal Employment Opportunity (41 CFR § 60-1.4)** – The Engineer shall comply with Executive Order 11246, as amended, and 41 CFR 60-1.4(b). The complete clause is incorporated herein by reference as **Attachment J – Equal Employment Opportunity Clause** and shall apply to any federally assisted construction contract or subcontract arising from this Agreement.

2. **Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145)** – The Engineer and subcontractors shall comply with the Act and 29 CFR Part 3.

3. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)** – Overtime work will be compensated at rates not less than one and one-half times the basic rate of pay.

4. **Clean Air Act and Federal Water Pollution Control Act** – The engineer 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.*

5. **Debarment and Suspension (2 CFR § 200.214)** – The Engineer certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 2 CFR § 200.450)** – Contractors who apply or bid for an award of $100,000 or more shall file the required certification that no Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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, grant, loan, or cooperative agreement.

   The Engineer further agrees to require the inclusion of this clause and certification in the award documents for all subcontracts, sub-awards, and purchase orders exceeding $100,000 under this Agreement.

   The complete clause and certification are incorporated herein by reference as **Attachment D – Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352)**.

7. **Procurement of Recovered Materials (2 CFR § 200.323)** – The Engineer shall use recovered materials to the maximum extent practicable.

8. **Domestic Preference for Procurement (2 CFR § 200.322)** – Preference shall be given, to the maximum extent practicable, for goods, products, or materials produced in the United States.

9. **Energy Efficiency (42 U.S.C. § 6201)** – Compliance with mandatory energy-efficiency standards is required.

10. **Remedies / Termination (2 CFR § 200.340)** – Contracts exceeding $10,000 must include provisions for termination for cause and convenience.

11. **No Obligation by the Federal Government** - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract.

12. **DHS Seal, Logo, Flags** – Aran + Franklin must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of any DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

13. **Program Fraud and False or Fraudulent Statements or Related Acts** - The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ATTACHMENT C — Certification Regarding Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214)

The undersigned certifies, by execution of this document, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal program.
2. The Engineer shall immediately provide written notice to the County if it or any subcontractor becomes debarred or suspended.

Aran + Franklin Engineering, Inc.

By:_____

Chandra Franklin Womack, P.E.

CEO/President

ATTACHMENT D — Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352)

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned 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.

Aran + Franklin Engineering, Inc.

By:_____

Chandra Franklin Womack, P.E.

CEO/President

ATTACHMENT E — Prohibition on Contracts with Companies Boycotting Israel

(*Texas Gov't Code § 2271.002*)

By signing below, the Engineer verifies that it:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of this Agreement.

Aran + Franklin Engineering, Inc.

By:_____

Chandra Franklin Womack, P.E.

CEO/President

ATTACHMENT F — Prohibition on Contracts with Certain Companies

(Texas Gov't Code Chapters §2252 & 2274)

A. Prohibited Companies List – Chapter §2252

Engineer certifies it is not on a list maintained under Texas Gov't Code § 2252.152 or § 2270.0201 (companies engaged in business with Iran, Sudan, or foreign terrorist organizations).

B. Discrimination Against Firearm Entities – § 2274.002

Engineer verifies it does not and will not discriminate against a firearm entity or firearm trade association.

C. Energy Companies – § 2274.0022

Engineer verifies it does **not** boycott energy companies and will not during the term of the Agreement.

Aran + Franklin Engineering, Inc.

By:_____

Chandra Franklin Womack, P.E.

CEO/President

Attachment G – SAM.gov Verification

Purpose:
To verify that the Engineer is actively registered in the **System for Award Management (SAM.gov)**, in accordance with **2 CFR Part 25** and **2 CFR § 200.214**.

Engineer Requirements:
The Engineer shall provide the following documentation to the County prior to or concurrent with the execution of this Amendment:

1. A current **printout or PDF copy** of the entity's **SAM.gov registration page**, showing:
    - **Entity Name:** Aran Franklin Engineering, Inc.
    - **Unique Entity ID (UEI):**
    - **Active Registration Status:** *Active*
    - **Expiration Date:**
    - **CAGE Code:**
2. The Engineer shall **maintain an active SAM.gov registration** throughout the term of this Agreement and any extensions.
3. Failure to maintain an active registration may result in suspension of payments and/or contract termination.

Certification:
By signing below, the Engineer certifies that it has provided a true and accurate copy of its current SAM.gov registration and will maintain an active registration throughout the Agreement term.

Aran + Franklin Engineering, Inc.

By:_____

Chandra Franklin Womack, P.E.

CEO/President

Attachment H – Prohibition on Certain Telecommunications and Video Surveillance Equipment

(2 CFR § 200.216)

Purpose:
To ensure compliance with 2 CFR § 200.216 and Section 889 of the John S. McCain National Defense Authorization Act (NDAA) for FY 2019.

Requirements:

1. The Engineer shall **not use federal funds** provided under this Agreement to:

    - Procure or obtain,
    - Extend or renew a contract to procure or obtain, or
    - Enter into or renew a contract 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.

2. **Covered telecommunications equipment and services** include those produced or provided by the following entities (and their subsidiaries or affiliates):

    - Huawei Technologies Company
    - ZTE Corporation
    - Hytera Communications Corporation
    - Hangzhou Hikvision Digital Technology Company
    - Dahua Technology Company

3. The Engineer certifies that it **does not currently use** and will **not during the term of this Agreement use** covered telecommunications or video-surveillance equipment, systems, or services in the performance of work under this contract.

4. The Engineer shall **immediately notify** the County in writing if it identifies covered telecommunications or video-surveillance equipment or services being used, or discovers that such use is planned.

5. Any violation of this requirement may result in **termination for cause** and potential **cost disallowance** under 2 CFR § 200.340.

Certification:
By signing below, the Engineer certifies compliance with this clause.

Aran + Franklin Engineering, Inc.

By:_____

Chandra Franklin Womack, P.E.

CEO/President

Attachment I – Conflict of Interest Questionnaire (Texas Local Government Code § 176.006)

Attachment J — Equal Employment Opportunity Clause
(41 CFR § 60-1.4(b); Executive Order 11246, as amended)

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 by the contracting officer 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, as amended, 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, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Office of Federal Contract Compliance Programs (OFCCP) 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 such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The Applicant 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 Applicant 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 Applicant 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 Applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Incorporation by Reference

This clause is incorporated by reference into this Agreement and shall apply to any federally assisted construction contract or subcontract arising from this Agreement.

Certification:
By signing below, the Engineer certifies compliance with this clause.

Aran + Franklin Engineering, Inc.

By:_____

Chandra Franklin Womack, P.E.

CEO/President

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Grant Award/Agreement

1) **Court Date:** 12/8/2025
2) **Department:** Sheriff's Office
3) **Grant Agency: Texas Office of the Governor, Public Safety Office**
4) **Funding Source: LC - Bullet-Resistant Components for Law Enforcement Vehicles**
5) **Grant Start Date:** 3/1/2026
6) **Grant End Date:** 2/28/2027
7) **Program Year: FY26**
8) **Program End Date:** 2/28/2027
9) **Renewal Grant: No**
10) **Contract #: N/A**
11) **Description: Purchase and installment of bullet-resistant components in patrol vehicles utilized by the County's law enforcement agencies**

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

Expenditure Type

14) **Grant Funded $864,000.40**
15) **County Funded $0**
16) **Total Project Amount: $864,000.40**
17) **Assigned Department Contact: Clayton Pope - Sheriff's Office**

County Funding Sources

18) **Match Fund: N/A**
19) **Match Division: N/A**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Christian Monterrubio	Approve	11/21/25 11:27 am
2	Jimmy Fullen	Approve	11/21/25 3:29 pm
3	Diana Huallpa	Approve	11/21/25 4:27 pm
4	Sergio Cruz	Approve	11/21/25 4:40 pm

Memorandum

To: Galveston County Commissioners Court
From: Professional Services – Grants Division
Court Date: December 8th, 2025
RE: Sheriff's Office – FY26 Bullet-Resistant Components for Law Enforcement Vehicles Grant Application

Background

The Texas Office of the Governor (OOG), Public Safety Office (PSO) administers the FY26 Bullet-Resistant Components for Law Enforcement Vehicles Grant. This dedicated state funding opportunity was created to enhance the safety of local peace officers across Texas, building upon prior state efforts to equip agencies like the Texas Department of Public Safety with ballistic vehicle protection. The grant's specific purpose is to equip motor vehicles used by peace officers with essential bullet-resistant components.

Summary

The Sheriff's Office seeks grant funding to install NIJ Level IIIA or higher certified bullet-resistant components in patrol vehicles utilized by the County's law enforcement agencies. The primary objective is to significantly enhance officer safety and survivability for deputies operating in high-threat environments, such as ambushes and critical incidents. This vital protective upgrade will be implemented for the Sheriff's Office, the Constable's Office, and the Criminal District Attorney's Office Investigative Division upon receipt of award.

Ratification of this application is requested to confirm submission made in coordination with the OOG, PSO to meet the state application deadline, and to authorize the County Judge to execute all related documents.

Financial Summary

Grant Request	$864,000.40
County Match	$ 0.00
Total	$864,000.40

Recommendations

Professional Services requests that the Court ratify submission of the FY26 Bullet-Resistant Components for Law Enforcement Vehicles grant application to the Office of the Governor's Public Safety Office and authorize the County Judge to sign the supporting resolution.

Documents for Wet Signature

☐ FY26 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program Supporting Resolution

County of Galveston
Resolution

WHEREAS, the Galveston County Commissioners Court finds it in the best interest of the citizens of Galveston County, that the Galveston County Law Enforcement Vehicle Ballistic Protection Project be operated for 2026; and

WHEREAS, the Galveston County Commissioners Court agrees to provide any applicable matching funds for said project as required by the Office of the Governor Public Safety Office Bullet-Resistant Components for Law Enforcement Vehicle Grant Program application; and

WHEREAS, the Galveston County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Galveston County Commissioners Court assures the funds will be returned to the Office of the Governor in full.

WHEREAS, the Galveston County Commissioners Court designates the Galveston County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Galveston County Commissioners Court approves submission of the grant application for the Galveston County Law Enforcement Vehicle Ballistic Protection Project to the Office of the Governor.

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

_____
Mark Henry, Galveston County Judge

_____
Dwight D. Sullivan, Galveston County Clerk

Grant Application Number: 5660801

Print This Page

Agency Name: Galveston County
Grant/App: 5660801 **Start Date:** 3/1/2026 **End Date:** 2/28/2027

Project Title: Galveston County Law Enforcement Vehicle Ballistic Protection Project
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081010

Application Eligibility Certify:
Created on:11/4/2025 4:01:43 PM By:Mary Pitts

Profile Information

Applicant Agency Name: Galveston County
Project Title: Galveston County Law Enforcement Vehicle Ballistic Protection Project
Division or Unit to Administer the Project: Galveston County Sheriff's Office
Address Line 1: 722 Moody Avenue
Address Line 2:
City/State/Zip: Galveston Texas 77550-2318
Start Date: 3/1/2026
End Date: 2/28/2027

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge
Position: County Judge

Financial Official
Name: Sergio Cruz
Email: sergio.cruz@galvestoncountytx.gov
Address 1: 722 Moody Avenue
Address 1: 4th Floor
City: Galveston, Texas 77550
Phone: 409-770-5398 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: County Auditor

Project Director
Name: Clayton Pope
Email: clayton.pope@galvestoncountytx.gov
Address 1: 601 54th St.
Address 1:
City: Galveston, Texas 77553
Phone: 409-766-2369 Other Phone:
Fax:
Title: Mr.
Salutation: Captain
Position: Captain

Grant Writer
Name: Mary Pitts
Email: mary.pitts@galvestoncountytx.gov
Address 1: 722 Moody Ave, 3rd Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5207 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Grant Administrator

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Unique Entity Identifier (UEI): DRP9KU1PVJN4

Narrative Information

Introduction

The purpose of this funding is to provide grants to law enforcement agencies to equip motor vehicles used by peace officers with certain bullet-resistant components.

Certifications

In addition to the requirements found in existing statute and regulation, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that

evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The County of Galveston—including the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Galveston County Criminal District Attorney's Office Investigative Division—seeks funding to equip 88 patrol and investigative vehicles with bullet-resistant components to protect law enforcement personnel from firearm assaults and ambush attacks. In alignment with state priorities, this project advances the Governor's focus on enhancing officer survivability and strengthening operational resilience during violent encounters. Moreover, the initiative is fully scalable, allowing implementation at varying funding levels. Specifically, the full "DPS" ballistic package provides comprehensive protection by upgrading the windshield, front side windows, and front door panels. Alternatively, a streamlined configuration focused solely on the ballistic windshield remains a strong protective option, delivering substantial mitigation against the most common and highest-risk frontal ballistic threats.

Problem Statement :

Galveston County law enforcement officers face increasing threats from armed offenders, high-risk pursuits, and targeted ambushes. FBI LEOKA data continues to show a nationwide increase in officers assaulted with firearms, with a significant portion occurring in or around patrol vehicles

Local agencies, including the Sheriff's Office and Constables, frequently engage in proactive enforcement and warrant service that exposes officers to elevated risk. Most patrol vehicles currently lack ballistic protection, leaving officers vulnerable during attacks. The absence of bullet-resistant components reduces survivability and limits the ability to effectively respond during ambush or firearm-based assaults.

Supporting Data :

The Galveston County Sheriff's Office responded to over 120 high-risk incidents in 2023 involving armed suspects, barricaded subjects, or violent offenders. More than 2,500 vehicle-based enforcement stops are conducted annually, often involving unknown or potentially armed individuals. Texas reported over 50 firearm assaults on peace officers in 2023, according to TCOLE, representing a 15% increase from 2022. FBI LEOKA statistics further confirm that vehicle ambushes and traffic stop shootings are among the most fatal encounters for officers. These trends underscore the urgent need for enhanced ballistic protection to mitigate risks to law enforcement personnel.

Project Approach & Activities:

This project will install NIJ Level IIIA-rated ballistic components in 88 Galveston County law enforcement vehicles. The scalable approach ensures effective use of grant funds based on award size: • Full "DPS" Ballistic Package: Includes windshield, front side windows, and door panels • Windshield-Only Option: Provides ballistic protection for the most exposed area of patrol vehicles Implementation Phases: 1. Procurement: Competitive bid process following county and OOG procurement requirements. 2. Installation: Conducted by certified vendors or through GCSO Fleet Services coordination. 3. Verification: Post-installation inspections and certification of ballistic standards compliance. The project ensures measurable officer safety enhancement even if partial funding allows only the windshield option.

Capacity & Capabilities:
The Galveston County Sheriff's Office (GCSO) will lead this initiative through its Fleet Services Division, which manages all county law enforcement vehicles. GCSO and partner agencies—including the four Constable precincts and the District Attorney's Office Investigative Division—have successfully implemented state and federal equipment grants and maintain established procurement, audit, and reporting processes. Collectively, these agencies employ over 250 certified peace officers serving more than 370,000 residents across 873 square miles.

Performance Management :

Performance will be measured through: • Outputs: Number of vehicles equipped with ballistic protection. • Outcomes: Reduced officer vulnerability during firearms-related assaults. • Verification: Procurement records, installation certifications, and before/after photographs. The GCSO Administrative Captain will oversee quarterly progress reports submitted to the County Grants Coordinator for final review and reporting to the Texas Office of the Governor.

Target Group :

The project serves all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The ballistic enhancements will protect frontline officers engaged in daily operations, ensuring consistent officer safety standards across all county jurisdictions.

Evidence-Based Practices:

Studies from the National Institute of Justice (NIJ) and FBI LEOKA confirm that ballistic-resistant vehicle panels dramatically reduce fatal injuries during shootings and ambushes. NIJ Level IIIA-rated glass and armor are proven to stop handgun rounds up to .44 Magnum—the most frequent

firearm threat in law enforcement incidents. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. By adopting a scalable, evidence-based model, Galveston County ensures both fiscal responsibility and maximum officer protection within available funding.

Project Activities Information

Introduction

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Galveston County will enhance officer safety by installing NIJ Level IIIA-rated ballistic components in 88 law enforcement vehicles. This project provides critical ballistic protection against handgun and shotgun threats commonly faced during patrol operations. To ensure effective use of grant funds, the County will implement a scalable approach based on the award amount: • Full "DPS" Ballistic Package: Windshield, front side windows, and door panels • Windshield-Only Option: Ballistic windshield protection for the most exposed and vulnerable vehicle area Implementation Plan and Timeline Project activities will follow all County and Office of the Governor (OOG) procurement and reporting requirements. The County will employ a phased installation schedule to minimize operational disruptions and maintain patrol readiness throughout the implementation period. • Procurement (Months 1–2): Competitive solicitation and contract award to qualified vendors in accordance with County and OOG procurement policies. • Installation (Months 3–8): Ballistic components will be installed in rotations of 10–15 vehicles per month, coordinated through the Galveston County Sheriff's Office (GCSO) Fleet Services to ensure continuity of law enforcement coverage. • Verification (Months 9–10): Post-installation inspections and certification will verify compliance with NIJ Level IIIA ballistic standards prior to project closeout. This phased approach ensures all 88 vehicles receive appropriate ballistic protection while maintaining operational capacity and public safety throughout the project period.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of police vehicles equipped with bullet-resistant components.	88

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
Galveston County ensures compliance through strict internal controls and continuous oversight. Accountability starts by verifying the contract's establishment via competitive procurement (ITB/RFP or Co-op/BuyBoard), as mandated by the Galveston County Purchasing Policies and Procedures Manual and Commissioners Court approval. Financial controls require pre-approval of all equipment purchases and invoice audits. Deliverables are verified via mandatory on-site inspections and the maintenance of a serialized component inventory ledger. Continuous adherence to Texas Local Government Code and OOG CJD rules is non-negotiable, with any non-compliance resulting in an immediate, formal Corrective Action Plan (CAP), required for final grant payment.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2026
Enter the End Date [mm/dd/yyyy]:
9/30/2027

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
19725086
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3533222

Single Audit

Applicants who expend less than $1,000,000 in federal grant funding or less than $1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $1,000,000 or more, or state grant funding of $1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
7/14/2025

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of Ballistic Vehicle Armor (glass and panels) for F-series law enforcement vehicles - This line item covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant front side windows and front side composite door panels—into F-series law enforcement vehicles. This critical service ensures the proper fitting and flawless function of all components to establish a layered defense against threats. Successful integration of this equipment will immediately enhance frontline officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The installed armor provides protection proven to stop ammunition up to the .44 Magnum caliber, directly mitigating the most common threat profile. This installation project aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, which confirm that professional ballistic vehicle enhancements	$33,125.00	$0.00	$0.00	$0.00	$33,125.00	0

		significantly reduce fatal injuries and increase officer survivability. Installation of Ballistic Vehicle Armor for 25 qty F-series law enforcement vehicles @ $1,325 per law enforcement vehicle. Total cost: $33,125.						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of F150-W-2872 ISBI F150 Windshield Ballistic Glass - This line item covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant windshields—into F-series law enforcement vehicles. This critical service ensures the proper fitting and flawless function of the ballistic glass, establishing a layered defense at the vehicle's most vulnerable front-facing point. Successful integration of this equipment will immediately enhance frontline officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The installed ballistic glass provides protection proven to stop ammunition up to the .44 Magnum caliber, directly mitigating the most common threat profile. This installation project aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, which confirm that professional ballistic vehicle enhancements significantly reduce fatal injuries and increase officer survivability. Installation of F150-W-2872 ISBI F150 Windshield Ballistic Glass for 25 qty F-series law enforcement vehicles @ $675 per law enforcement vehicle. Total cost: $16,875.	$16,875.00	$0.00	$0.00	$0.00	$16,875.00	0
Contractual and	Installation of grant	Installation of CT-W-2663 ISBI 2021 Tahoe Windshield Ballistic Glass - This line item	$31,050.00	$0.00	$0.00	$0.00	$31,050.00	0

Professional Services	purchased equipment and technology	covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant windshields—into Chevrolet Tahoe law enforcement series vehicles. This critical service ensures the proper fitting and flawless function of the ballistic glass, establishing a layered defense at the vehicle's most vulnerable front-facing point. Successful integration of this equipment will immediately enhance frontline officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The installed ballistic glass provides protection proven to stop ammunition up to the .44 Magnum caliber, directly mitigating the most common threat profile. This installation project aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, which confirm that professional ballistic vehicle enhancements significantly reduce fatal injuries and increase officer survivability. Installation of CT-W-2663 ISBI 2021 Tahoe Windshield Ballistic Glass for 46 qty Chevrolet Tahoe law enforcement series vehicles @ $675 per law enforcement vehicle. Total cost: $31,050.						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of Ballistic Vehicle Armor (glass, panels, and check strap kits) for Chevrolet Tahoe law enforcement series vehicles - This line item covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant front side windows and front side composite door panels—into Chevrolet Tahoe	$60,950.00	$0.00	$0.00	$0.00	$60,950.00	0

		law enforcement series vehicles. This critical service ensures the proper fitting and flawless function of all components to establish a layered defense against threats. Successful integration of this equipment will immediately enhance frontline officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The installed armor provides protection proven to stop ammunition up to the .44 Magnum caliber, directly mitigating the most common threat profile. This installation project aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, which confirm that professional ballistic vehicle enhancements significantly reduce fatal injuries and increase officer survivability. Installation of Ballistic Vehicle Armor (glass, panels, and check strap kits) for 46 qty Chevrolet Tahoe law enforcement series vehicles @ $1,325 per law enforcement vehicle. Total cost: $60,950.						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of Ballistic Vehicle Armor (glass, panels, and upgraded lift system) for Ford Police Interceptor Utility (PIU) series law enforcement vehicles - This line item covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant front side windows and front side composite door panels—into Ford Police Interceptor Utility (PIU) series law enforcement vehicles, as well as the upgraded lift system. Critical to this upgrade is the concurrent installation of Upgraded Heavy-Duty Lift System components. This structural support is essential because the	$6,625.00	$0.00	$0.00	$0.00	$6,625.00	0

		substantial added weight of the ballistic glass and armor exceeds the standard factory suspension capacity. Failure to execute this necessary structural upgrade would compromise vehicle handling, accelerate wear, and cause severe vehicle sag, thereby negatively impacting operational safety. Successful integration of this armor and supporting hardware ensures vehicles can safely and reliably carry the protection required to enhance frontline officer safety and operational performance across all county jurisdictions, including the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. This comprehensive security enhancement aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, which confirm that properly supported ballistic vehicle enhancements significantly reduce fatal injuries and increase officer survivability. Installation of Ballistic Vehicle Armor (glass, panels, and upgraded lift system) for 5 qty Ford Police Interceptor Utility (PIU) series law enforcement vehicles @ $1,325 per law enforcement vehicle. Total cost: $6,625..						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of FE-W-2566-CAM ISBI Ballistic IIIA Camera Windshield 20-25 PIU - This line item covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant windshields—into Ford Police Interceptor Utility (PIU) series law enforcement vehicles. This critical service ensures the proper fitting and flawless function of the ballistic glass, establishing a layered defense at the vehicle's most vulnerable front-facing point. Successful integration of this equipment will immediately enhance frontline officer safety	$3,375.00	$0.00	$0.00	$0.00	$3,375.00	0

		and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The installed ballistic glass provides protection proven to stop ammunition up to the .44 Magnum caliber, directly mitigating the most common threat profile. This installation project aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, which confirm that professional ballistic vehicle enhancements significantly reduce fatal injuries and increase officer survivability. Installation of FE-W-2566-CAM ISBI Ballistic IIIA Camera Windshield 20-25 PIU for 5 qty Ford Police Interceptor Utility (PIU) series law enforcement vehicles @ $675 per law enforcement vehicle. Total cost: $3,375.						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of Ballistic Vehicle Armor (glass, panels, and check strap kits) for Chevrolet Silverado 1500 series law enforcement vehicles - This line item covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant front side windows and front side composite door panels—into Chevrolet Silverado 1500 series law enforcement vehicles. This critical service ensures the proper fitting and flawless function of all components to establish a layered defense against threats. Successful integration of this equipment will immediately enhance frontline officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District	$15,900.00	$0.00	$0.00	$0.00	$15,900.00	0

		Attorney's Office Investigative Division. The installed armor provides protection proven to stop ammunition up to the .44 Magnum caliber, directly mitigating the most common threat profile. This installation project aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, which confirm that professional ballistic vehicle enhancements significantly reduce fatal injuries and increase officer survivability. Installation of Ballistic Vehicle Armor for 12 qty Chevrolet Silverado 1500 series law enforcement vehicles @ $1,325 per law enforcement vehicle. Total cost: $15,900.						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Installation of CS-W-2840 ISBI 2019+ Silverado 1500 4x4 Windshield Ballistic Glass - This line item covers the cost of professional labor and expert service required to install purchased National Institute of Justice (NIJ) Level IIIA-rated ballistic components—including bullet-resistant windshields—into Chevrolet Silverado 1500 series law enforcement vehicles. This critical service ensures the proper fitting and flawless function of the ballistic glass, establishing a layered defense at the vehicle's most vulnerable front-facing point. Successful integration of this equipment will immediately enhance frontline officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The installed ballistic glass provides protection proven to stop ammunition up to the .44 Magnum caliber, directly mitigating the most common threat profile. This installation project aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and	$8,100.00	$0.00	$0.00	$0.00	$8,100.00	0

		FBI LEOKA studies, which confirm that professional ballistic vehicle enhancements significantly reduce fatal injuries and increase officer survivability. Installation of CS-W-2840 ISBI 2019+ Silverado 1500 4x4 Windshield Ballistic Glass for 12 qty Chevrolet Silverado 1500 series law enforcement vehicles @ $675 per law enforcement vehicle. Total cost: $8,100.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	F150-W-2872 ISBI F150 Windshield Ballistic Glass - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically windshield ballistic glass, which will be installed in F-Series law enforcement vehicles to enhance frontline law enforcement officer safety. This equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The ballistic enhancements will protect frontline officers engaged in daily operations, ensuring consistent officer safety standards across all county jurisdictions. NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels reduce officer fatality rates during ambushes by an estimated 35%, particularly from rounds penetrating the windshield. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 25 qty F150-W-2872 ISBI F150 Windshield Ballistic Glass @ $2,562 each. Total cost: $64,050.	$64,050.00	$0.00	$0.00	$0.00	$64,050.00	25

Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	F150-L-3275 ISBI F150 Front Left Window Ballistic Glass - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically a Front Left (Driver's Side) Window component, which will be installed in F-Series law enforcement vehicles to enhance frontline law enforcement officer safety. This critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff’s Office, Constable Precincts 1–4, and the Criminal District Attorney’s Office Investigative Division. The ballistic enhancements directly target the most vulnerable area during attacks—the driver's side—protecting officers engaged in daily operations and ensuring consistent officer safety standards across all county jurisdictions. NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes, particularly from rounds penetrating the side windows during aggressive approach. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 25 qty F150-L-3275 ISBI F150 Front Left Window Ballistic Glass @ $1,708 each. Total cost: $42,700.	$42,700.00	$0.00	$0.00	$0.00	$42,700.00	25
Equipment	Equipment / Accessories for Law Enforcement	F150-R-3274 ISBI F150 Front Right Window Ballistic Glass - This item is a National Institute of Justice (NIJ) Level IIIA-rated ballistic glass component for the Front Right (Passenger's	$42,700.00	$0.00	$0.00	$0.00	$42,700.00	25

	Vehicle (purchased separately from vehicle)	Side) Window, which will be installed in F-Series law enforcement vehicles to enhance frontline law enforcement officer safety. The installation of this critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. This component contributes to a necessary layered defense by securing the vulnerable passenger side of the vehicle, which is essential for protecting ride partners and personnel conducting roadside duties, thereby ensuring a consistent level of safety protection across all entry points that officers and their partners rely on. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 25 qty F150-R-3274 ISBI F150 Front Right Window Ballistic Glass @ $1,708 each. Total cost: $42,700.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	MISC KEV-F150-F 15-26 F Series ISBI IIIA Front Door Panels - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic composite door panel inserts for both front doors of F-Series law enforcement vehicles. The installation of these critical components will immediately enhance frontline law enforcement officer safety and improve the	$41,850.00	$0.00	$0.00	$0.00	$41,850.00	50

		overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. These panels provide a crucial layered defense by securing the vulnerable lower, non-transparent portions of both the driver and passenger side doors—the primary vehicle entry points for threats during ambush scenarios. This comprehensive upgrade ensures protection for the officer and their ride partner and maintains consistent officer safety standards across all county jurisdictions. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 50 qty MISC KEV-F150-F 15-26 F Series ISBI IIIA Front Door Panels @ $837 each. Total cost: $41,850.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	CT-W-2663 ISBI 2021 Tahoe Windshield Ballistic Glass - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically windshield ballistic glass, which will be installed in Chevrolet Tahoe law enforcement series vehicles to enhance frontline law enforcement officer safety. This equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff's Office, Constable Precincts 1–4, and the	$117,852.00	$0.00	$0.00	$0.00	$117,852.00	46

		Criminal District Attorney's Office Investigative Division. The ballistic enhancements will protect frontline officers engaged in daily operations, ensuring consistent officer safety standards across all county jurisdictions. NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels reduce officer fatality rates during ambushes by an estimated 35%, particularly from rounds penetrating the windshield. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 46 qty CT-W-2663 ISBI 2021 Tahoe Windshield Ballistic Glass @ $2,562 each. Total cost: $117,852.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	CT-L-3332 ISBI 2021 Tahoe Front Left Window - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically a Front Left (Driver's Side) Window component, which will be installed in Chevrolet Tahoe law enforcement series vehicles to enhance frontline law enforcement officer safety. This critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The ballistic enhancements directly target the most vulnerable area during attacks—the driver's side—protecting officers engaged in daily operations and ensuring consistent officer safety standards across all county jurisdictions. NIJ and FBI LEOKA studies confirm that ballistic-	$78,568.00	$0.00	$0.00	$0.00	$78,568.00	46

		resistant vehicle panels significantly reduce officer fatality rates during ambushes, particularly from rounds penetrating the side windows during aggressive approach. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 46 qty CT-L-3332 ISBI 2021 Tahoe Front Left Window Ballistic Glass @ $1,708 each. Total cost: $78,568.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	CT-R-3331 ISBI 2021 Tahoe Front Right Window Ballistic Glass - This item is a National Institute of Justice (NIJ) Level IIIA-rated ballistic glass component for the Front Right (Passenger's Side) Window, which will be installed in Chevrolet Tahoe law enforcement series vehicles to enhance frontline law enforcement officer safety. The installation of this critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff’s Office, Constable Precincts 1–4, and the Criminal District Attorney’s Office Investigative Division. This component contributes to a necessary layered defense by securing the vulnerable passenger side of the vehicle, which is essential for protecting ride partners and personnel conducting roadside duties, thereby ensuring a consistent level of safety protection across all entry points that officers and their partners rely on. This investment directly addresses the most common threat profile—handgun rounds—by	$78,568.00	$0.00	$0.00	$0.00	$78,568.00	46

		providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 46 qty CT-R-3331 ISBI 2021 Tahoe Front Right Window Ballistic Glass @ $1,708 each. Total cost: $78,568.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	KEV-CT-G5-F ISBI Kevlar Front Door Panels Front Door Panels, 2021+ Tahoe - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic composite door panel inserts for both front doors of Chevrolet Tahoe law enforcement series vehicles. The installation of these critical components will immediately enhance frontline law enforcement officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. These panels provide a crucial layered defense by securing the vulnerable lower, non-transparent portions of both the driver and passenger side doors—the primary vehicle entry points for threats during ambush scenarios. This comprehensive upgrade ensures protection for the officer and their ride partner and maintains consistent officer safety standards across all county jurisdictions. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the	$77,004.00	$0.00	$0.00	$0.00	$77,004.00	92

		.44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 92 qty KEV-CT-G5-F ISBI Kevlar Front Door Panels Front Door Panels for Chevrolet Tahoe law enforcement series vehicles @ $837 each. Total cost: $77,004.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	02-010004 AA Check Strap Kit for Armored Doors - This item covers the essential equipment acquisition of 116 units of the AA Check Strap Kit (02-010004), a specialized hardware component required for the secure operation of armored doors in the 2021+ Chevrolet Tahoe and Silverado law enforcement vehicles. The installation of this necessary hardware component will immediately enhance frontline law enforcement officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. This kit is critical because the added weight of the NIJ Level IIIA ballistic door panels exceeds the capacity of the factory door checks. Failure to replace these checks risks compromising the integrity of the door assembly and posing a direct safety hazard to officers entering or exiting the vehicle during critical incidents. This purchase ensures the long-term reliability of the ballistic system, thereby sustaining the safety of the installed armor, which stops ammunition up to the .44	$7,934.40	$0.00	$0.00	$0.00	$7,934.40	116

		Magnum caliber. This investment aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by NIJ and FBI LEOKA studies, confirming that fully supported ballistic vehicle enhancements significantly increase officer survivability. 116 qty 02-010004 AA Check Strap Kits @ $68.40 each. Total cost: $7,934.40.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	FE-W-2566-CAM ISBI Ballistic IIIA Camera Windshield 20-25 PIU - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically windshield ballistic glass, which will be installed in Ford Police Interceptor Utility (PIU) series law enforcement vehicles to enhance frontline law enforcement officer safety. This equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The ballistic enhancements will protect frontline officers engaged in daily operations, ensuring consistent officer safety standards across all county jurisdictions. NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels reduce officer fatality rates during ambushes by an estimated 35%, particularly from rounds penetrating the windshield. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 5 qty FE-W-2566-CAM	$16,000.00	$0.00	$0.00	$0.00	$16,000.00	5

		ISBI Ballistic IIIA Camera Windshield 20-25 PIU @ $3,200 each. Total cost: $16,000.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	FE-L-3154 ISBI Ballistic Glass, Left Window, Explorer 2020-C - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically a Front Left (Driver's Side) Window component, which will be installed in Ford Police Interceptor Utility (PIU) series law enforcement vehicles to enhance frontline law enforcement officer safety. This critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. The ballistic enhancements directly target the most vulnerable area during attacks—the driver's side—protecting officers engaged in daily operations and ensuring consistent officer safety standards across all county jurisdictions. NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes, particularly from rounds penetrating the side windows during aggressive approach. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 5 qty FE-L-3154 ISBI Ballistic Glass, Left Window, Explorer 2020-C @ $1,708 each. Total cost: $8,540.	$8,540.00	$0.00	$0.00	$0.00	$8,540.00	5

Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	FE-R-3153 ISBI Ballistic Glass, Right Window, Explorer 2020-C - This item is a National Institute of Justice (NIJ) Level IIIA-rated ballistic glass component for the Front Right (Passenger's Side) Window, which will be installed in Ford Police Interceptor Utility (PIU) series law enforcement vehicles to enhance frontline law enforcement officer safety. The installation of this critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. This component contributes to a necessary layered defense by securing the vulnerable passenger side of the vehicle, which is essential for protecting ride partners and personnel conducting roadside duties, thereby ensuring a consistent level of safety protection across all entry points that officers and their partners rely on. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 5 qty FE-R-3153 ISBI Ballistic Glass, Right Window, Explorer 2020-C @ $1,708 each. Total cost: $8,540.	$8,540.00	$0.00	$0.00	$0.00	$8,540.00	5
Equipment	Equipment / Accessories for	MISC KEV-FE-G6-F 20-26 PIU ISBI IIIA Front Door Panels - This item is National	$8,370.00	$0.00	$0.00	$0.00	$8,370.00	10

	Law Enforcement Vehicle (purchased separately from vehicle)	Institute of Justice (NIJ) Level IIIA-rated ballistic composite door panel inserts for both front doors of Ford Police Interceptor Utility (PIU) series law enforcement vehicles. The installation of these critical components will immediately enhance frontline law enforcement officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. These panels provide a crucial layered defense by securing the vulnerable lower, non-transparent portions of both the driver and passenger side doors—the primary vehicle entry points for threats during ambush scenarios. This comprehensive upgrade ensures protection for the officer and their ride partner and maintains consistent officer safety standards across all county jurisdictions. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 10 qty MISC KEV-FE-G6-F 20-26 PIU ISBI IIIA Front Door Panels @ $837 each. Total cost: $8,370.						
Equipment	Equipment / Accessories for Law Enforcement	Upgraded Lift System for Ballistic Interceptor Utility Vehicles - This item covers the essential purchase of Upgraded Heavy-Duty Lift System components for the Ford Police Interceptor	$3,500.00	$0.00	$0.00	$0.00	$3,500.00	5

	Vehicle (purchased separately from vehicle)	Utility (PIU) series law enforcement vehicles. This hardware acquisition is structurally critical because the installation of NIJ Level IIIA ballistic glass and armor adds substantial weight to the vehicle's chassis, exceeding the capacity of the standard factory suspension. Failure to upgrade the suspension compromises vehicle handling, causes premature wear on vital components, and risks severe vehicle sag, which negatively impacts operational safety. The installation of this lift system ensures that the vehicles can safely and reliably carry the heavy ballistic protection required to enhance frontline law enforcement officer safety and operational performance across all county jurisdictions. This component purchase aligns directly with the spirit of H.B. 2217 Section 772.013 by providing the necessary support infrastructure for the ballistic armor, which stops ammunition up to the .44 Magnum caliber. Maintaining this structural integrity supports studies from the NIJ and FBI LEOKA confirming that supported ballistic-resistant vehicles significantly reduce officer fatality rates during ambushes. 5 qty Upgraded Lift Systems @ $700 each. Total cost: $3,500.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	CS-W-2840 ISBI 2019+ Silverado 1500 4x4 Windshield Ballistic Glass - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically windshield ballistic glass, which will be installed in Chevrolet Silverado 1500 series law enforcement vehicles to enhance frontline law enforcement officer safety. This equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff’s Office, Constable Precincts 1–4, and the Criminal District Attorney’s Office Investigative Division. The ballistic enhancements will	$30,744.00	$0.00	$0.00	$0.00	$30,744.00	12

		protect frontline officers engaged in daily operations, ensuring consistent officer safety standards across all county jurisdictions. NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels reduce officer fatality rates during ambushes by an estimated 35%, particularly from rounds penetrating the windshield. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 12 qty CS-W-2840 ISBI 2019+ Silverado 1500 4x4 Windshield Ballistic Glass @ $2,562 each. Total cost: $30,744.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	CS-L-3103 ISBI 2019+ Silverado Front Left Window 15mm - Replacement Ballistic Glass, Patented Air Chamber & Offset Angle - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic glass, specifically a Front Left (Driver's Side) Window component, which will be installed in Chevrolet Silverado 1500 series law enforcement vehicles to enhance frontline law enforcement officer safety. This critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service within the Galveston County Sheriff’s Office, Constable Precincts 1–4, and the Criminal District Attorney’s Office Investigative Division. The ballistic enhancements directly target the most vulnerable area during attacks—the driver's side —protecting officers engaged in daily operations and ensuring consistent officer safety standards across all county jurisdictions. NIJ	$20,496.00	$0.00	$0.00	$0.00	$20,496.00	12

		and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes, particularly from rounds penetrating the side windows during aggressive approach. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Previous DPS and county-level implementations of ballistic upgrade programs have resulted in documented increases in officer survivability and morale. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013. 12 qty CS-L-3103 ISBI 2019+ Silverado Front Left Window 15mm - Replacement Ballistic Glass, Patented Air Chamber & Offset Angle @ $1,708 each. Total cost: $20,496.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	CS-R-3102 ISBI 2019+ Silverado Front Right Window 15mm - Replacement Ballistic Glass, Patented Air Chamber & Offset Angle - This item is a National Institute of Justice (NIJ) Level IIIA-rated ballistic glass component for the Front Right (Passenger's Side) Window, which will be installed in Chevrolet Silverado 1500 series law enforcement vehicles to enhance frontline law enforcement officer safety. The installation of this critical equipment will improve the safety of all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff’s Office, Constable Precincts 1–4, and the Criminal District Attorney’s Office Investigative Division. This component contributes to a necessary layered defense by securing the vulnerable passenger side of the vehicle, which is essential for protecting ride partners and personnel conducting roadside duties, thereby ensuring a consistent level of safety protection	$20,496.00	$0.00	$0.00	$0.00	$20,496.00	12

		across all entry points that officers and their partners rely on. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 12 qty CS-R-3102 ISBI 2019+ Silverado Front Right Window 15mm - Replacement Ballistic Glass, Patented Air Chamber & Offset Angle @ $1,708 each. Total cost: $20,496.						
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	KEV-CS-F 19-26 SILVERADO ISBI IIIA Front Door Panels - This item is National Institute of Justice (NIJ) Level IIIA-rated ballistic composite door panel inserts for both front doors of Chevrolet Silverado 1500 series law enforcement vehicles. The installation of these critical components will immediately enhance frontline law enforcement officer safety and improve the overall security for all sworn personnel assigned to patrol, investigations, and warrant service across the Galveston County Sheriff's Office, Constable Precincts 1–4, and the Criminal District Attorney's Office Investigative Division. These panels provide a crucial layered defense by securing the vulnerable lower, non-transparent portions of both the driver and passenger side doors—the primary vehicle entry points for threats during ambush scenarios. This comprehensive upgrade ensures protection for the officer and their ride partner and maintains consistent officer safety	$20,088.00	$0.00	$0.00	$0.00	$20,088.00	24

		standards across all county jurisdictions. This investment directly addresses the most common threat profile—handgun rounds—by providing NIJ Level IIIA protection proven to stop ammunition up to the .44 Magnum caliber. Furthermore, NIJ and FBI LEOKA studies confirm that ballistic-resistant vehicle panels significantly reduce officer fatality rates during ambushes. This essential equipment purchase aligns directly with the spirit of H.B. 2217 Section 772.013 and is supported by previous DPS and county-level implementations of ballistic upgrade programs, which have resulted in documented increases in officer survivability and morale. 24 qty KEV-CS-F 19-26 SILVERADO ISBI IIIA Front Door Panels @ $837 each. Total cost: $20,088.						

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$176,000.00	$0.00	$0.00	$0.00	$176,000.00
Equipment	$688,000.40	$0.00	$0.00	$0.00	$688,000.40

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$864,000.40	$0.00	$0.00	$0.00	$864,000.40

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JudgeHenry

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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

Grant Award/Agreement

1) **Court Date:** 12/8/2025
2) **Department:** County Judge's Office
3) **Grant Agency: Texas Veterans Commission**
4) **Funding Source: Funds for Veterans' Assistance**
5) **Grant Start Date:** 9/1/2026
6) **Grant End Date:** 8/31/2027
7) **Program Year: FY27**
8) **Program End Date:** 8/31/2027
9) **Renewal Grant: RENEWAL**
10) **Contract #:**
11) **Description: Personnel and direct client services for Veterans participating in program for the Galveston County Veterans Treatment Court**

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

Expenditure Type

14) **Grant Funded $176,000**
15) **County Funded $0**
16) **Total Project Amount: $176,000**
17) **Assigned Department Contact: Christopher James - County Judge's Office**

County Funding Sources

18) **Match Fund: NA**
19) **Match Division: NA**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Christian Monterrubio	Approve	11/21/25 4:28 pm
2	Mark Henry	Approve	11/21/25 4:46 pm
Notes:	Approved by DGM		
3	Diana Huallpa	Approve	11/21/25 4:47 pm
4	Sergio Cruz	Approve	11/21/25 4:49 pm

MEMORANDUM

To: Galveston County Commissioners Court

From: Professional Services – Grants Division

Court Date: December 08, 2025

RE: Veterans Treatment Court
FY27 Texas Veterans Commission Grant Application

BACKGROUND

The Texas Veterans Commission is authorized to use funds appropriated to the Fund for Veterans to administer the program and award reimbursement grants that address the needs of Veterans. The Veterans Treatment Court Grant Program provides reimbursement grants to eligible units of local government to help Texas Veterans and their families access services through Veterans Treatment Court programs established under Texas Government Code §§124.001–124.006.

The Galveston County Veterans Treatment Court started in 2013 with six participants and an all-volunteer staff. Since that time, the program has tripled in size putting a burden on the program and volunteers. For FY 2016 the County was awarded a grant to do exactly that and it has proven successful over the last three years.

SUMMARY

The attached application to the Texas Veterans Commission through their Treatment Court Program will provide the Galveston County Veterans Treatment Court with the staff, training, and services necessary to ensure future success for the program.

The application was submitted on December 2nd to meet deadlines.

FINANCIAL SUMMARY

Grant Application Request	$176,000
County Contribution	$0.00
Total Project Cost	$176,000

RECOMMENDATIONS

Professional Services requests that the Court to consider ratification of the submission of the FY27 Veterans Treatment Court Grant Application.

Galveston County

Veteran Treatment Court Program

Unduplicated Beneficiary Target:

TVC ID:

Start Date: 09-01-2026
End Date: 08-31-2027

ID: R-2025-2018007224
Award Type:
Grant Officer:

Request Status

Full Application | Review | Negotiation | Active | Closed

Status Full Application

▼ Table of Contents

Additional Organization Information
Full Application
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Marketing and Outreach
Financial Information
Budget Tables
Documents

Additional Organization Information

1. What is the organizations mission statement and when was it created or last revised?

The mission of the Galveston County Veterans Treatment Court is to assist Veterans and their families to become integral and productive members of the community through a collaborative effort, and to honor them and restore their dignity for their selfless service to our country; we shall leave no veteran behind.

The Galveston County VTC was created in 2012.

2. How did your organization determine the need that this grant proposal will address? What modalities did it use to gather the data and how did it assess the information to ensure the need is present?

The Galveston County Veterans Treatment Court (VTC) identified the need for this grant proposal through a combination of community-based indicators, justice system trends, and participant-specific data. Over the last several years, the Court observed a consistent increase in justice-involved veterans presenting with untreated or undertreated mental health conditions, substance use disorders, service-related trauma, housing instability, and financial hardship. These challenges directly impact veterans' ability to comply with probation conditions, maintain employment, access treatment, and successfully reintegrate into the community.

Additionally, collaboration with probation officers, treatment providers, the District Attorney's Office, defense attorneys, and veteran-serving agencies revealed that many veterans lack access to timely behavioral health care, transportation to treatment, and basic assistance resources. These system-level gaps reinforced that targeted support through the VTC is essential to reduce recidivism, promote treatment engagement, and stabilize veterans and their families.

To verify and quantify the need, the Galveston County VTC used multiple data-gathering modalities, including:

1. Analysis of VTC participant demographics, compliance rates, relapse patterns, and risk/needs assessments.
2. Review of year-over-year caseload volume, including increases in referrals from probation and district courts.
3. Tracking the proportion of participants with diagnosed or suspected PTSD, TBI, SUD, depression, anxiety, and chronic medical conditions.
4. Collaboration with the Galveston County Adult Probation Department to assess the number of veterans on supervision and the prevalence of treatment-related violations.
5. Consultation with jail staff to evaluate the number of incarcerated veterans and the frequency of mental health or substance-related incidents.

6. Meetings and structured discussions with local VA providers (Michael E. DeBakey VAMC), community mental health centers, substance-use treatment providers, and veteran-service nonprofits.
7. Input from the Veterans Justice Outreach (VJO) Specialist regarding gaps in services and barriers veterans face when navigating the VA system.
8. Feedback from County Commissioners Court and justice partners regarding community-level needs.
9. Intake assessments and participant surveys related to mental health needs, employment barriers, transportation challenges, and housing stability.
10. Exit interviews identifying what supports were most effective and where service gaps persist.
11. Review of state and federal data (TVC annual reports, VA National Center for PTSD, Texas Judicial Council Problem-Solving Court reports).
12. Examination of regional veteran population statistics and unmet behavioral health needs in Southeast Texas.

The VTC used a structured process to assess and verify that the identified needs were both valid and ongoing:

Information from criminal justice sources, treatment providers, internal program metrics, and veteran surveys was cross-compared to confirm consistent patterns. The Court evaluated available county and VA resources against what VTC participants require to succeed. This comparison highlighted specific gaps—including transportation assistance, access to timely counseling, sober housing options, and emergency financial assistance. Past grant outcomes were analyzed to determine which services most directly improved participant stability, compliance, and completion rates. Continued or worsening needs indicated areas requiring sustained funding. Multidisciplinary team meetings (including Judge, Coordinator, Probation, VJO, treatment providers, and mentors) were used to validate findings and prioritize needs based on real-time case observations.

3. How many grants and total funding has the organization been awarded the current calendar year? :

We currently have one grant that was awarded at $135,000.

4. List the top two funding organizations/agencies, grant(s), award amount, brief discription of project.

Our top two current funding sources include the U.S. Department of the Treasury through the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds, which support local government recovery efforts by funding eligible public health, economic recovery, infrastructure, and capital improvement projects that address pandemic-related impacts. We also receive funding through the Texas General Land Office's Coastal Erosion Planning and Response Act (CEPRA) program, which provides resources for coastal erosion response, shoreline stabilization, and habitat protection projects to strengthen and enhance coastal resilience.

5. Is the organization currently "doing business" with any individual(s) whom is a principal stakeholder or is related to a principal stakeholder of your organization:

No

6. Does your organization use contractors to perform duties or services for beneficiaries? If yes, how are contractors vetted to ensure their reliablity and safety of the beneficiary:

Yes. The Purchasing Agent supervises the procurement of products and services necessary to support Galveston County and other governmental entities. Most purchases are initiated by a request from an end user department. The County has term contracts for goods and services which are utilized on a regular basis. These contracts result from competitive bids and requests for proposals (RFPs) and generally are one year in length with one (1) or more renewal options.

After bids are read and tabulated, they are analyzed to determine the lowest responsive and responsible bid that meets specifications. The County Purchasing Agent will make the determination of the apparent lowest responsive and responsible bidder. Bids deemed responsive and responsible are then reviewed by the using department and placed on the Galveston County Commissioners' Court for award.

To be responsive, a bidder must complete all applicable portions of the Bid as instructed, including any requested supporting documentation, and must meet specifications. The vendor must have the capability in all respects to perform fully the contract requirements. In addition, all goods or services must meet the minimum acceptance quality level as stated in the specifications. Failure to meet the specifications may result in disqualification of the bid.

After the review of the bids, proposals, and qualifications, the using department will submit a recommendation for award to the County Purchasing Agent for presentation to the Galveston County Commissioners Court, as appropriate. Upon approval of the contract by Commissioners Court, the County Purchasing Agent will notify the successful bidder via issuance of a Notice of Award letter followed by a purchase order. The department for which the service and/or material is provided will then administer the performance of the contract to its completion.

7. What types of services does the organization currently provide to the community in the proposed service area?

Grant funding will provide services to eligible justice-involvedVeterans to support rehabilitation to best prepare them for reintegration withtheir communities while participating in the VTC program. Services: SubstanceAbuse Detection, Substance Abuse Treatment,Mortgage, Rent, Utilities, Transportation - Rides and Transportation -Vehicles.

8. On average, how many veterans does the organization serve annually? : 35

Principal Participants (For Moderator Only)

Phone numbers must be formatted as XXX-XXX-XXXX

Grant Program Primary Contact* Mary Pitts

Email: Mary.Pitts@galvestoncountytx.gov
Phone: 409-770-5207

Executive Director * Mark Henry

Email: mark.henry@co.galveston.tx.us
Phone: 409-766-2244

Chief Financial Officer * Sergio Cruz

Email: sergio.cruz@galvestoncountytx.gov
Phone: 409-770-5398

Chief Operations Officer: Mary Pitts

Email: Mary.Pitts@galvestoncountytx.gov
Phone: 409-770-5207

Project Manager / Coordinator * Christopher James

Email: christopher.james@galvestoncountytx.gov
Phone: 409-765-2679

Project Accountant * Christie Motogbe

Email: ChristieJ.Motogbe@galvestoncountytx.gov
Phone: 409-770-5337

Media / Communications Coordinator * Christopher James

Email: christopher.james@galvestoncountytx.gov
Phone: 409-765-2679

PER Reporter 1: Bryan Holliday

Email: Bryan.Holliday@galvestoncountytx.gov

Phone: 409-770-5324

PER Reporter 2: Mary Pitts

Email: Mary.Pitts@galvestoncountytx.gov

Phone: 409-770-5207

▼ Full Application

▼ Summary of Services

1. Proposed Project Service Area(s)* Brazoria, Chambers, Galveston, Harris

2. Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans: Yes

Total Number of unduplicated clients to be served.* 35

3. Provide a summary of the service(s) your Organization proposes to provide to clients through this grant*

Grant funding will provide services to eligible justice-involved veterans to support rehabilitation to best prepare them for reintegration with their communities while participating in the VTC program. Service include: Substance Abuse Detection, Financial Assistance, and Transportation Assistance.

4. Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. :

The Galveston County Veterans Treatment Court (VTC) utilizes a multi-layered verification and tracking process to ensure that all beneficiaries reported to the Fund for Veterans' Assistance (FVA) are unduplicated and accurately represented. Our procedures include: All accepted veterans are entered into our case-management system, which assigns a unique participant identifier. Before any services are approved or reported, staff verify whether the veteran already exists in the system, preventing duplication across grant periods or service categories. During intake, VTC staff conduct a comprehensive search of participant records using:

- Full legal name
- Date of birth
- Last four of SSN
- VA or military documentation

This ensures the veteran has not previously been enrolled or counted in another active FVA-funded service within our program.

Each service—whether transportation assistance, substance abuse treatment, direct client support, or clinical services—is tracked on a service-specific log. Before submitting an FVA report, these logs are reviewed by the VTC Coordinator to ensure each veteran is recorded only once per reporting period and that no duplicate entries have been made across service types.

The VTC Coordinator and grant administrative staff meet monthly to review all participants receiving FVA-funded services. This includes comparing intake lists, service logs, invoice records, and case notes. Any discrepancies are corrected before FVA reporting.

For veterans supervised in other counties or jurisdictions, Galveston VTC confirms their enrollment status to prevent duplicate reporting between programs that may also receive FVA funds.

All beneficiary files include supporting documents (service records, referrals, invoices, attendance, etc.) maintained in a secured digital format. Documentation is checked prior to FVA reporting to ensure:

- One file per veteran
- One record per service provided
- No duplicated service entries

Before FVA reports are submitted, the Coordinator performs a final reconciliation of beneficiaries to confirm:

- No veteran is counted more than once
- Every veteran listed meets eligibility requirements
- All services match the allowable use of funds

There will be duplicated beneficiaries due to the VTC paying for drug and alcohol detection for each participant during their contract period with the court. We will ensure unduplicated beneficiaries for the following financial assistance line items: Cell phone service, Electricity, Fuel, Gas, Internet, Vehicle Repairs, water, mortgage, and rent.

5. Describe how the eligibility verification documents are securely maintained :

The Galveston County Veterans Treatment Court (VTC) maintains all eligibility verification documents using strict security protocols designed to protect sensitive veteran information and ensure full compliance with confidentiality standards.

All electronic eligibility documentation is stored on a secure, private third-party server known as CSS (Case Management System). Access to CSS is permission-restricted, requiring individual user credentials and multi-layer authentication. Only authorized VTC personnel—such as the Court Coordinator, Compliance Officers, and designated program staff—are granted access to view or upload eligibility materials. CSS maintains encrypted data storage and audit-tracking features to ensure documents cannot be accessed, altered, or shared without authorization.

In addition to digital records, any physical eligibility documents submitted by participants or partner agencies are maintained in paper files that are stored in a locked file cabinet located behind a locked door within the VTC office suite. Access to this area is limited to approved VTC staff members. Files are returned to secured storage immediately after use, and the office is inaccessible to the public.

These combined safeguards—encrypted electronic storage through CSS and restricted-access physical file containment—ensure all eligibility verification materials are fully protected, confidential, and maintained according to state and county policies as well as best practices for handling sensitive veteran information.

6. What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)*	Active Duty , National Guard, Reserves , Veteran
7. Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)*	Honorable, General Under Honorable Conditions, Other Than Honorable Conditions, Uncharacterized, Dishonorable, Bad Conduct, Dismissed
8. Can beneficiaries request services over the phone?*	Yes
If yes, provide phone number for beneficiaries' to contact for application and/or client intake?* *Must be formatted as XXX-XXX-XXXX*	409-765-2679

9. Can beneficiaries request services or make an appointment online?*	No
10. Can beneficiaries apply for services via walk-in? *	Yes
11. Are services provided by appointment only?*	Yes
12. How will beneficiaries be evaluated to determine priority of service?*	First come - First Served
13. Once eligibility is determined, how many days will it take for requested services to be provided?*	5
14. Must beneficiaries have an appointment with an employee/case manager to request/apply for services?	Yes
15. If a beneficiary does not provide required documents or information at the first meeting when requesting services how many days will pass until the case manager contacts the beneficiary to follow-up?	2

▼ Marketing and Outreach

1. Describe the organization's marketing and outreach plan. How will your organization conduct marketing to mass audiences promoting grant-funded services in the selected service area (County or Counties)? What marketing techniques will your organization be using to promote grant funded services?

The Court Coordinator actively collaborates with local criminal defense attorneys and regional defense lawyer associations to increase awareness of the VTC. Regular presentations, informational emails, and participation in meetings provide attorneys with up-to-date guidance on:

- Program eligibility and referral pathways
- Benefits of the VTC model
- How to identify veteran clients who may qualify

This targeted outreach ensures defense counsel are informed and able to advocate for appropriate veteran referrals.

The VTC partners with the Justice-Involved Veterans Network (JIVN) and the Galveston County Jail to intercept veterans at the earliest possible stage. Through this collaboration:

- Jail staff assist in screening newly booked individuals for veteran status
- The VTC is promptly notified of potential candidates
- The Court Coordinator follows up to verify eligibility and initiate the application process

This proactive approach reduces missed referrals and ensures that veterans receive timely support.

The VTC maintains a strong working relationship with the Veterans Justice Outreach Coordinator (VJO) from the Michael E. DeBakey VA Medical Center. Through this partnership:

- VA staff refer eligible veterans directly to the VTC
- The VJO provides clinical insight and assists in bridging veterans to VA services
- The VTC maintains consistent communication to coordinate care and streamline treatment placement

This collaboration enhances service integration and strengthens the continuity of care for participants.

The Court distributes brochures and informational materials throughout key veteran-serving locations in Galveston County, including:

- VA Community-Based Outpatient Clinics (CBOCs)
- The Galveston County Veterans Service Office (VSO)
- Local veteran organizations, resource centers, and community hubs

These materials provide accessible information on program eligibility, benefits, and referral procedures for both veterans and service providers.

In addition to structured outreach channels, the Court Coordinator regularly attends community events, veteran-focused meetings, and stakeholder briefings to ensure ongoing visibility of the VTC. These engagements foster trust, strengthen cross-agency relationships, and encourage consistent referrals.

2. Statewide Service Area - Describe how Veterans across the state will be made aware of your services and how they can apply for services. Answer N/A if not statewide.

Our services are not offered statewide; however, there are situations in which a veteran resides in Galveston County but is arrested and charged in another county. In these cases, we extend our services to that veteran and provide courtesy supervision on behalf of the other county. Veterans typically learn about our program through the Veterans Treatment Court in the county where their charges originated, and they may submit an application to our VTC online through our webpage.

3. How many hours a week, on average, will you conduct in-person outreach within the service area with grant funding?	8

▼ Financial Information

1. Does your organization have the ability to sustain this project without FVA funding?*	No
2. Does your organization use software to record accounting transactions and manage financial book keeping?*	Yes
What is the name, type, and version of the software?*	WorkDay
3. Does your organization have a maximum allowable amount per client?	No

4. How often are grant funded expenditures reconciled with the bank account statements, check register, and general ledger?

5. What controls are in place to ensure grant funded expenditures are recorded, claimed and reconciled?

6. Has the organization had a Single Audit conducted per 2 CFR 200.501, if yes what year and were there any material weekness or suficiant findings listed, please indentify. :

7. Does your organization certify that there are no contingencies, outstanding liabilities or litigation that could affect your organization's financial position during the life cycle of the grant agreement?

Budget Tables

Salary & Fringe Group

Name	Job Title	Annual Salary	% Time to TVC Grant	Total Grant Funded Salary
Christopher L James	Court Coordinator	$54,737.00	100%	$54,737.00
Total Fringe: $12,850.00		**Total Grant Funded Fringe:** $12,850.00		
Social Security: $4,296.00 **Medicare:** $795.00 **FICA:** $5,091.00	**Health:** **Dental:** **Vision:**	**Life:** **Disability:** **Worker's Comp:** $1,200.00	**Unemployment:** $61.00 **Retirement:** $6,498.00	**Parking:** **Phone:**
Total Salary + Fringe: $67,587.00		**Fringe % of Salary:** 23.48%		
Detail: Full time employee, client application intake and eligibility verification, process vendor payments, marketing and outreach, and works with grant department on PRRs.				
Richard w Asta	Compliance Officer	$49,561.00	100%	$49,561.00
Total Fringe: $11,749.00		**Total Grant Funded Fringe:** $11,749.00		
Social Security: $3,890.00 **Medicare:** $719.00 **FICA:** $4,609.00	**Health:** **Dental:** **Vision:**	**Life:** **Disability:** **Worker's Comp:** $1,200.00	**Unemployment:** $56.00 **Retirement:** $5,884.00	**Parking:** **Phone:**
Total Salary + Fringe: $61,310.00		**Fringe % of Salary:** 23.71%		
Detail: Full-time employee, client application and eligibility, schedules client alcohol and drug monitoring, schedules and attends meeting with clients, works with VA to schedule treatment appointments, updates judge and VTC team on client progression through the program				
Total Salary				$128,897.00

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Substance Abuse Detection	$25,000.00	1	$25,000.00
Detail: Substance Abuse Detection devices, SCRAM, Remote Breath, Drug Patch, TracWatch, Hair follicle, urine tests for participants.			
Financial Assistance *Cell Phone Service*	$1,200.00	1	$1,200.00
Detail: Assist participants with cell phone service while participation in the VTC and having a financial hardship			
Financial Assistance *Electricity*	$2,000.00	1	$2,000.00
Detail: Assist participants with electric bill while participation in the VTC and having a financial hardship			
Financial Assistance *Fuel*	$250.00	1	$250.00

Detail: Assist participants with fuel while participation in the VTC and having a financial hardship			
Financial Assistance *Gas*	$200.00	1	$200.00
Detail: Assist participants with gas for their home while participation in the VTC and having a financial hardship			
Financial Assistance *Internet*	$500.00	1	$500.00
Detail: Assist participants with internet while participation in the VTC and having a financial hardship. Some VA appointments require access to the internet.			
Financial Assistance *Rideshare*	$2,103.00	1	$2,103.00
Detail: Assist participants with transportation to court or appointments while participation in the VTC and having a financial hardship.			
Financial Assistance *Vehicle Repair per Appendix F*	$2,500.00	1	$2,500.00
Detail: Assist participants with vehicle repairs while participation in the VTC and having a financial hardship			
Financial Assistance *Water*	$500.00	1	$500.00
Detail: Assist participants with water bill while participation in the VTC and having a financial hardship			
Financial Assistance *Mortgage*	$3,000.00	1	$3,000.00
Detail: Assist participants with mortgage payments while participation in the VTC and having a financial hardship			
Financial Assistance *Rent*	$2,550.00	1	$2,550.00
Detail: Assist participants with rent while participation in the VTC and having a financial hardship			
Total			$39,803.00

Other Direct Cost Group

Category	**Unit Cost**	**Quantity**	**Amount Requested**
Phone Service	$1,000.00	1	$1,000.00
Detail: Cellular phone plan for the VTC Coordinator and the VTC Compliance Officer			
Total			$1,000.00

IDC Group

Category	**Amount Requested**
Administrative and Facilities Costs	$6,300.00

Detail: Administrative costs associated with the daily operations of the VTC.	
Total	$6,300.00

Total Budget: $176,000.00

▼ Documents

APPLICATION PACKAGE DOCUMENTS

SELF-INSURANCE.pdf
Professional Liability Insurance
Added by Christopher James at 11:27 AM on November 21, 2025

GOVERNING BODY.pdf
Governing Body Members List and Terms
Added by Christopher James at 11:27 AM on November 21, 2025

Compiled Financial Statement

IRS Tax Exempt Determination Letter

IRS-990 Form

Texas SOS Business Authorization Certificate

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

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

Grant Award/Agreement

1) **Court Date:** 11/24/2025
2) **Department:** District Attorney's Office
3) **Grant Agency: Office of the Governor Public Safety Office - Criminal Justice Division**
4) **Funding Source: Victims of Crime Act Formula Grant Program**
5) **Grant Start Date:** 10/1/2025
6) **Grant End Date:** 9/30/2026
7) **Program Year: FY 2026**
8) **Program End Date:** 9/30/2026
9) **Renewal Grant: Yes**
10) **Contract #: 2550012**
11) **Description: Personnel, contractual services, travel / training, and supplies for the District Attorney's Office Victim Service Unit**

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

Expenditure Type

14) **Grant Funded** **$133,891.85**
15) **County Funded** **$33,862.40**
16) **Total Project Amount:** **$167,754.25**
17) **Assigned Department Contact: Kenneth Cusick - District Attorney's Office**

County Funding Sources

18) **Match Fund: 1101-110000 General Fund General Government**
19) **Match Division: 5910100 Grant Match Mandatory**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Christian Monterrubio	Escalated	11/15/25 5:27 pm
2	Diana Huallpa	Approve	11/17/25 2:52 pm
3	Jack Roady	Escalated	11/18/25 2:02 pm
4	Zonia Smith	Approve	11/18/25 2:47 pm
5	Diana Huallpa	Approve	11/19/25 3:49 pm
6	Sergio Cruz	Approve	11/21/25 8:17 am

Memorandum

To: Galveston County Commissioners Court

From: Professional Services – Grants Division

Court Date: December 8th, 2025

RE: District Attorney's Office – FY26 Victim Assistance Coordinator and Outreach Project Grant Award

Background

The Office of the Governor – Criminal Justice Division (CJD) provides grant funding to support services and direct assistance to victims of crime, helping to speed recovery and guide them through the criminal justice process.

Since 2012, Galveston County has provided comprehensive services to victims of violent crimes through support from the Victims of Crime Act (VOCA) grant program administered by CJD. These funds allow the County to employ staff and coordinate volunteers who collectively assist approximately 1,800 victims each year as they navigate court and criminal proceedings.

Summary

The Galveston County Victim Assistance Coordinators and volunteers provide a range of services to victims, including:

- Crisis counseling and emotional support;
- Assistance with protective orders and Victims Compensation claims;
- Development of individualized safety plans; and
- Court accompaniment and ongoing advocacy throughout legal proceedings.

These services ensure victims and their families receive continuous support during one of the most challenging periods of their lives.

Financial Summary

County Contribution:	$33,862.40
Grant Award:	$133,891.85
Project Total:	$167,754.25

Recommendations

Professional Services requests that the Court consider acceptance of the FY 2026 VOCA grant for the Victim Assistance Coordinator and Outreach Project, awarded by the Office of the Governor, Criminal Justice Division.

Documents for Wet Signature

- ☐ None

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2550012	**Award Amount:**	$133,891.85
Date Awarded:	10/31/2025	**Grantee Cash Match:**	$33,862.40
Grant Period:	10/01/2025 - 09/30/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2026	**Grantee GPI:**	$0.00
Program Fund:	VA-Victims of Crime Act Formula Grant Program	**Total Project Cost:**	$167,754.25
Grantee Name:	Galveston County		
Project Title:	Victims Assistance Coordinator and Outreach Project		
Grant Manager:	Thomas Adams		
Unique Entity Identifier (UEI):	DRP9KU1PVJN4		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/17/2025
Federal/State Award ID Number:	15POVC-25-GG-00366-ASSI
Total Federal Award/State Funds Appropriated:	$113,501,217.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No

Federal/State Award Description:	This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims

Print This Page

Agency Name: Galveston County
Grant/App: 2550012 **Start Date:** 10/1/2025 **End Date:** 9/30/2026

Project Title: Victims Assistance Coordinator and Outreach Project
Status: Pending AO Acceptance of Award

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081010

Application Eligibility Certify:
Created on:12/23/2024 11:55:55 AM By:Mark Henry

Profile Information

Applicant Agency Name: Galveston County
Project Title: Victims Assistance Coordinator and Outreach Project
Division or Unit to Administer the Project: Galveston County
Address Line 1: 722 Moody
Address Line 2: 2nd Floor
City/State/Zip: Galveston Texas 77550-2317
Start Date: 10/1/2025
End Date: 9/30/2026

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge
Position: County Judge

Financial Official
Name: Sergio Cruz
Email: sergio.cruz@galvestoncountytx.gov
Address 1: 722 Moody Avenue
Address 1: 4th Floor
City: Galveston, Texas 77550
Phone: 409-770-5398 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: County Auditor

Project Director
Name: Mary Pitts
Email: mary.pitts@galvestoncountytx.gov
Address 1: 722 Moody Ave, 3rd Floor
Address 1:

City: Galveston, Texas 77550
Phone: 409-770-5207 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Grant Administrator

Grant Writer
Name: Ambar Marenco-Lazzaro
Email: ambar.lazzaro@galvestoncountytx.gov
Address 1: 600 59th Street
Address 1: Ste. 1001
City: Galveston , Texas 77551
Phone: 409-770-5124 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Chief Victim's Assistance Coordinator

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Unique Entity Identifier (UEI): DRP9KU1PVJN4

Narrative Information

Introduction

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:
• responding to the emotional and physical needs of crime victims;
• assisting victims in stabilizing their lives after a victimization;
• assisting victims to understand and participate in the criminal justice system; and
• providing victims with safety and security.

Culturally Specific and Underserved Populations

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population as defined by 34 USC § 12291 (a)(46) or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services as defined by 34 USC § 12291(a)(9) designed to meet the specific needs of the target population in order to justify a YES response in the section below.)
_ Yes
X No

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Forensic Medical Examination Payments
Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy
Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery
Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition
The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the

Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter* 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Immigration Legal Services
PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Legal Representation in Divorce and Custody Cases
PSO limits eligibility for legal representation in divorce and custody cases to circumstances where the survivor has been directly victimized by intimate partner violence (IPV) within the last six (6) months. This may include physical violence, sexual violence, stalking, and psychological aggression (including coercive tactics) by a current or former intimate partner against the survivor or survivor's kin sharing the residence. Additionally, legal services in divorce and custody cases funded under this award are limited to emergency order assistance, safety planning, client representation in divorce or guardianship proceedings, and other family law matters directly resulting from the victimization. Through acceptance of this award, grantee agrees that reimbursement for divorce and custody-related legal services will be limited to circumstances listed above.

Discrimination
Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records
Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers
If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation
Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts
Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information
Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services
Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers
All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures

Local Units of Government: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Non-profit Organizations: Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.

Equal Employment Opportunity Plan (EEO Plan)

If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEOP) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Employment of Advocates for Sexual Assault

Will this project use grant funds to support the employment of Advocates for Sexual Assault as defined by Chapter 420, section 420.051 of the Texas Government Code?

_ Yes
X No

If yes, have those advocates completed a sexual assault training program certified by the Attorney General?

_ Yes
X No
_ N/A

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Rebecca Gilliam
Enter the Address for the Civil Rights Liaison:
722 Moody Avenue, 3rd Floor, Human Resources, Galveston, Texas 77550
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
409-770-5346

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The Galveston County District Attorney's Office seeks continued funding to support the Victim Assistance Coordinator and an Outreach Coordinator Project to improve services for crime victims in our community. These roles will provide essential help, including emotional support, safety planning, connecting victims to resources, and guiding them through the criminal justice system. The Victim Assistance Coordinator and Outreach Coordinator will work closely with victims, helping them apply for financial assistance, prepare victim impact statements, screen for protective orders, and receive support during court proceedings. The project will also focus on raising community awareness so that victims from all backgrounds know about available services. By building partnerships with local organizations, the project will make it easier for victims to access the support they need. These efforts will address victims' immediate needs, promote healing, and help them move forward, with a strong focus on providing inclusive and culturally sensitive care to ensure all victims feel supported and valued.

Problem Statement :

The Victim Assistance Coordinator and Outreach Coordinator project is designed to provide vital support for crime victims who often face serious challenges in getting the help they need. Many victims struggle with emotional trauma, safety concerns, and financial difficulties while trying to navigate the complicated criminal justice system. These challenges are even greater for underserved groups, such as non-English speakers, minorities, and people in rural or low-income areas, who may not know about available resources or face cultural and systemic barriers to accessing them. Without accessible and culturally sensitive services, many victims feel alone and unsupported, which can slow their recovery and make it harder for them to engage in the justice process. This project seeks to bridge these gaps by offering direct assistance and reaching out to the community. Services include emotional support, safety planning, help with legal processes, and referrals to other resources. By also increasing awareness and accessibility through outreach efforts, the project helps victims meet their immediate needs, regain stability, and begin to heal.

Supporting Data :

According to the Texas Department of Public Safety (DPS), in 2024, the population of Galveston County was 373,534, with only 52,810 people living in the City of Galveston. Even though the city is the county's central hub and houses all the County and District Courts, it only represents 14% of the county's population. This means that most people living in rural or outlying areas face challenges in accessing services that are mainly concentrated in the city. In 2024, there were 6,694 reported criminal offenses in Galveston County, including 24 homicides, 244 rapes, 120 robberies, 623 aggravated assaults, and 3,812 incidents of family violence. The county also saw 547 confirmed cases of child abuse, 147 children placed in foster care, and 646 confirmed cases of elder abuse. The District Attorney's Office received approximately 340 protective order requests, issued 276 emergency protective orders, and facilitated 772 "no contact" bond conditions, showing a strong need for protective services and advocacy for victims. In fiscal year 2024, the Victim Assistance Coordinator and Outreach Coordinator project served 2,225 victims, helping 1,667 survivors navigate the legal system, providing crisis counseling to 1,061 individuals, and accompanying 245 victims to court. Despite these efforts, there are still significant gaps in services for victims of family violence, child and elder abuse, sexual assault, homicide, and human trafficking, especially in rural or underserved areas. Many victims in these areas still struggle to access legal help, safety planning, and counseling services. The project has proven essential, but there is a growing need for continued support to ensure that all victims, no matter where they live or what background they come from, can receive the help they need.

Project Approach & Activities:

The Victim Assistance Coordinator and Outreach Coordinator project takes a full, victim-centered approach to tackle the challenges identified. It aims to provide accessible, culturally sensitive, and trauma-informed services to crime victims across Galveston County, especially those in more remote areas with fewer resources. The Victim Assistance Coordinator and Outreach Coordinator will offer direct help to victims by guiding them through

processes like applying for Crime Victims' Compensation, preparing victim impact statements, screening for protective orders, and accompanying them to court. They will also provide safety planning, crisis counseling, and connect victims to essential community resources to support their recovery and stability. The coordinator will collaborate closely with local law enforcement, and service providers to ensure victims are well-informed about their rights and the help available to them. Other duties will include focusing on raising awareness and making services more accessible throughout the county. This includes hosting community presentations, creating informational materials, and forming partnerships with local organizations, police departments, as well as other groups dedicated to helping victims. The outreach efforts will aim to break down cultural and systemic barriers that prevent some victims from seeking help. The coordinators will also work to reach underserved rural areas, making sure all victims, no matter where they live, have access to the support they need. Together, these efforts will reduce barriers to help, provide personalized support, and create a more informed and connected community. This ensures that victims from all walks of life receive the assistance they need to recover and begin the healing process after experiencing crime.

Capacity & Capabilities:
The Galveston County District Attorney's Office has a long history of supporting crime victims through its dedicated victim services programs. As the main agency handling criminal prosecutions in the county, the office is in a unique position to help victims by offering direct support, ensuring access to justice, and working closely with law enforcement and community organizations. The Victim Assistance Coordinator and Outreach Coordinator play key roles in this effort, both filled by individuals with expertise in victim advocacy, crisis support, and community outreach. The Victim Assistance Coordinators help victims navigate the criminal justice process by assisting with Crime Victims' Compensation applications, preparing victim impact statements, screening for protective orders, and creating safety plans. This role also ensures victims receive emotional support, access to resources, and updates about their rights and case progress. The Outreach Coordinator focuses on increasing awareness of available victim services, especially in rural and underserved parts of Galveston County, through community events, educational outreach, and partnerships with local groups. The District Attorney's Office works closely with law enforcement, healthcare providers, and non-profits to ensure victims have access to the resources they need. These partnerships make it easier to connect victims to services and ensure the support provided is respectful of diverse cultural needs. The office also has a strong track record of managing grant-funded projects, with systems in place to track results and meet all funding requirements. As the main prosecuting agency in Galveston County, the District Attorney's Office is well-equipped to address the gaps in victim services identified in the community. With its experience, resources, and partnerships, the office is ready to carry out the proposed project to help crime victims feel safer, more stable, and supported on their path to recovery.

Performance Management :

The Galveston County District Attorney's Office will measure the success of the Victim Assistance Coordinator and Outreach Coordinator project by assessing how well it meets its goals and objectives. The main goal is to provide timely, effective, and culturally sensitive support to crime victims, helping them navigate the justice system and begin their recovery. Objectives include informing victims of their rights, assisting with safety planning, helping with Crime Victims' Compensation applications, preparing victim impact statements, and expanding outreach to underserved communities across Galveston County. To track progress, the office will use spreadsheets, call logs, and reports from the Odyssey case management system. Staff will record all services provided, including the number of victims served, the types of assistance offered, victimization type, and necessary statistics. Outreach activities, such as community presentations and partnerships with local organizations, will also be documented to measure how well the project reaches and supports the community. Every quarter, the office will review this data to evaluate the project's performance, identify trends, and address any gaps in services. This regular review helps ensure that the project stays on track to meet its goals and continues to improve support for victims. The results of these evaluations will be included in grant reports to show the impact of the project and the District Attorney's Office's dedication to providing meaningful victim services in Galveston County.

Target Group :

The Victim Assistance Coordinator and Outreach Coordinator project is designed to help victims of crime throughout Galveston County. This includes people who have been affected by crimes such as family violence, intimate partner violence, sexual assault, child abuse, elder abuse, human trafficking, homicide, and other violent crimes. In 2024, Galveston County reported 6,694 criminal offenses, including 3,812 cases of family violence, 244 rapes, and 547 confirmed cases of child abuse, which shows the urgent need for victim support services. Elder abuse is also a significant issue, with 646 cases reported in 2023. The project will assist victims in both the city and rural areas of the county, with special focus on those in underserved regions where resources are hard to reach. The project will prioritize victims involved in legal cases, such as those needing protective

orders or help navigating the criminal justice system. In 2024, the District Attorney's Office processed approximately 340 protective order requests and helped with 772 "no contact" bond conditions, showing how many victims need assistance. To make sure no one is left out, the project will also work with community groups to connect with people who may not have yet accessed support. By offering direct help, outreach, and culturally sensitive services, the project will meet the diverse needs of victims across the county and ensure that everyone has access to the help they need to heal and recover.

Evidence-Based Practices:

The Victim Assistance Coordinator and Outreach Coordinator project is based on proven methods that effectively support crime victims. It follows trauma-informed care principles, which focus on understanding the impact of trauma, creating a safe environment, and empowering victims. These practices, recommended by organizations like the Substance Abuse and Mental Health Services Administration (SAMHSA, 2014), help reduce further trauma and promote recovery. Key activities like safety planning, legal advocacy, and crisis intervention are guided by best practices from the Office for Victims of Crime (OVC, 2020). These services meet victims' immediate and long-term needs by keeping them informed, safe, and supported throughout the legal process. Research shows that victims who receive these services are more likely to stay engaged with the justice system and experience better emotional and mental health outcomes. (NRC, 2021) The project's outreach efforts are designed to reach underserved populations by raising awareness and reducing barriers like stigma, isolation, and lack of information. Studies show that community-based outreach helps build trust and improves access to services, especially when culturally sensitive strategies are used. (CDC, 2020) Partnerships with local organizations also strengthen this approach. The use of tools like Odyssey to track data and evaluate services ensures the project stays focused on meeting victims' needs. Regular reviews of this information help the team improve and adapt services as needed. Together, these evidence-based practices create a strong and effective program for supporting crime victims in Galveston County. SAMHSA. (2014) Trauma-Informed Care in Behavioral Health Services. OVC. (2020). Crime Victim's Rights Best Practices. NRC. (2021). The National Research Council's Recommendations. CDC. (2020). Community Outreach Strategies.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	50.00	The Victim Assistance Coordinator and Outreach Coordinator project provides immediate, caring support to victims of crime during their most difficult times. These services help victims feel safer, address urgent emotional needs, and connect them to important resources. The team is available to assist victims directly or through referrals from police, hospitals, and other community organizations. The Victim Assistance Coordinators offer emotional support, help victims create personalized safety plans, and guide them through the legal process. Victims are connected to shelters, medical care, counseling, and legal help when needed. The project also makes sure victims understand their rights and options so they can make informed decisions. For example, victims of domestic violence or stalking are screened for protective orders, and help is provided with the paperwork. Victims who qualify are also guided through the application process for Crime Victims' Compensation to help with financial burdens. All services are designed to be sensitive to victims' experiences and cultural backgrounds, ensuring they feel respected and understood. The goal is to ease their distress, improve their sense of safety, and support them as they start to recover.
Legal Advocacy	50.00	The Victim Assistance Coordinator and Outreach Coordinator project provides legal support to help victims navigate the often-complicated criminal justice system. This support ensures victims understand their rights, the legal process, and the resources available to them so they can take an active role in their cases. The coordinators act as a bridge between victims and the legal system, guiding them through steps like applying for protective orders, understanding "no contact" bond conditions, and preparing victim impact statements. They help with the paperwork and necessary documentation and work closely with the Protective

		Order Prosecutor to submit these requests. The coordinators also accompany victims to court, offering emotional support and making sure their voices are heard during proceedings. The project assists victims with applying for Crime Victims' Compensation, which can help cover financial costs like medical bills, counseling, or lost wages. Victims are kept informed about the status of their cases and any legal updates, fostering transparency and trust. All of these services are provided with a trauma-informed approach, meaning they are designed to be sensitive to the unique experiences and needs of each victim. The goal is to ensure victims feel supported, respected, and empowered to seek justice and rebuild their lives.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of survivors assisted through the legal process.	1250
Number of survivors receiving crisis counseling.	1200
Number of times survivors are accompanied to court.	145
Number of victims / survivors seeking services who were served.	1450
Number of victims seeking services who were not served.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
Grant funds will be utilized for contractual interpreter services for clients. Invoices will be reviewed and audited by the Victims Advocacy Unit Manager and the County Auditor's Office.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds 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 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?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2025
Enter the End Date [mm/dd/yyyy]:
9/30/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
15229043
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
1708149

Single Audit

Applicants who expend less than $1,000,000 in federal grant funding or less than $1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $1,000,000 or more, or state grant funding of $1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
9/30/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers
The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
X Yes
_ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Victim Services Information

Agency Type

Implementing Agency Type - Government

Which designation best describes your agency

- Prosecutor

Purpose of Award

- Continue an OOG-funded victim project funded in a previous year

Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	**Percent of Funds Dedicated to Crime Enter whole percentages only**	**Funds Dedicated to Crime Current Award x Percent Entered**
Child Physical Abuse	2	$2,677.84
Child Sexual Abuse	15	$20,083.78
Domestic and Family Violence	33	$44,184.31
Child Sexual Assault	0	$0.00
Adult Sexual Assault	1	$1,338.92
DUI/DWI Crashes	1	$1,338.92
DUI/DWI Crashes	1	$1,338.92
Assault	28	$37,489.72
Adults Molested As Children	0	$0.00
Elder Abuse	1	$1,338.92
Robbery	1	$1,338.92
Survivors of Homicide	10	$13,389.19
Adult Human Trafficking	1	$1,338.92
Child Human Trafficking	1	$1,338.92
Other Violent Crimes	3	$4,016.76
Description:	Arson, burglary, kidnapping, mass violence, stalking, unlawful restraint, deadly conduct	
Other Non-Violent Crimes	3	$4,016.76
Description:	Child pornography, Criminal Trespassing, Criminal Mischief, Violation of Court Order, identity theft, fraud, harassment, terrorist threat, publish/intent to publish intimate material,	

SUM of %'s Sum of % MUST = 100%	100	SUM of Funds Sum of Funds MUST = OOG Current Budget	$133,891.85

Use of Funds

Does this project provide DIRECT SERVICES to victims:

X Yes
_ No

Information and Referral

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidentiality programs, etc.

Personal Advocacy/Accompaniment

- Intervention with employer, creditor, landlord, or academic institution
- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)

Emotional Support or Safety Services

- Crisis Intervention (in-person, includes safety planning, etc.)
- Hotline/crisis line counseling
- Individual counseling

Shelter/Housing Services

Criminal/Civil Justice System Assistance

- Notification of criminal justice events (case status, arrest, court proceedings, case disposition, release, etc.)
- Victim impact statement assistance

- Civil legal assistance in obtaining protection or restraining order
- Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and victim/witness)
- Law enforcement interview advocacy/accompaniment
- Criminal advocacy/accompaniment

Assistance in Filing Compensation Claims

- Assists potential recipients in seeking crime victim compensation benefits

All VOCA-funded direct service projects MUST assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

Types of Victimizations

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that Is Not associated with any of the types provided in the list. Check all that apply:

Types of Victimizations

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault
- Adults sexually abused/assaulted as children
- Arson
- Bullying (verbal, cyber, or physical)
- Burglary
- Child physical abuse or neglect

- Child pornography
- Child physical abuse or neglect
- Domestic and/or family violence
- DUI/DWI incidents
- Elder abuse or neglect
- Hate crime: racial/religious/gender/sexual orientation/other

If Hate Crime is TRUE provide explanation:
The program would assist victims of any and all types of hate crimes as they arise

- Human trafficking: labor
- Human trafficking: sex
- Identity theft/fraud/financial crime
- Kidnapping (noncustodial)
- Kidnapping (custodial)
- Mass violence (domestic/international)
- Other vehicular victimization (e.g., hit and run)
- Robbery
- Stalking/harassment
- Survivors of homicide victims

- Teen dating victimization

- Other

If Other is TRUE provide explanation:
Criminal Trespassing, Criminal Mischief, Violation of Court Order, identity theft, fraud, harassment, terrorist threat, publish/intent to publish intimate material,

Budget and Staffing

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entirebudget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscalyear:

Identify by source the amount of funds allocated to the victimization program/services budget for youragency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federalfunding except the award amount for this grant.

OOG Current Budget:
$133,891.85

Other State Funds:
$0.00

Other Local Funds:
$32,242.00

Other Federal Funds:
$0.00

Other Non-Federal Funds:
$0.00

Total Victimization Program Budget:
$166,133.85

Total number of paid staff for all grantee victimization program and/or services:
COUNT each staff member once. Both full and part time staff should be counted as one staff member.DO NOT prorate based on FTE.

Total number of staff:
2

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:
Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:

4160

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:
COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:
24

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:
Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers:
66

Explain how your organization uses volunteers to support its victimization programs or if your organizationdoes not use volunteers explain any circumstances that prohibit the use of volunteers.

Volunteers are essential in supporting events hosted for our victims at the Galveston County District Attorney's Office. Volunteers assist by contacting victims after a crime and providing vital resources and support. Additionally, they accompany victims to court and sit in meetings with prosecutors and victims, offering comfort and assistance. Volunteers also assist with essential office duties.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Case Worker	Outreach Victims Assistance Coordinator will serve as a liaison between victims, prosecutors and justice personnel. This position will continue to be present on a daily basis at police departments to provide direct victim services (face-to-face or telephone crisis intervention), justice and personal advocacy, court accompaniment, assist victims in securing safety with protective orders, crime victim compensation, victim impact	$60,146.40	$15,036.60	$0.00	$0.00	$75,183.00	100

		statements, information and referrals to community resources and follow-up case management. This position's primary focus will be to target populations residing in the rural and remote areas of the County and enhance effort to reach out to more sex trafficking victims. The salary for this position is estimated at $52,871 plus $22,312 in fringe benefits for a total of $75,183 for the FY 2026 one-year CJD contract period. This position is currently held by Ashley Justice.						
Personnel	Case Manager	Senior Victim Assistance Coordinator will serve as a liaison between victims, prosecutors and justice personnel. This position will provide direct victim services (face-to-face and/or telephone crisis intervention), justice and personal advocacy, court accompaniment, assisting victims in securing safety and	$59,072.80	$14,768.20	$0.00	$0.00	$73,841.00	100

		protective orders, information and referrals to community resources and follow-up case management. The salary for this position is projected at $51,765 plus $22,076 in fringe benefits for a total of $73,841 for the FY 2026 CJD contract period. This position is currently held by Tobi Williams.						
Contractual and Professional Services	Interpreter-Related Services	Interpreter services for victims of crime that are served by the Victims Services Unit from initial contact through the court process. Contracted services @ $81.25/hour x an estimated 67 hours/year = $5,443.75.	$4,355.00	$1,088.75	$0.00	$0.00	$5,443.75	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Annual Conference on Crimes Against Women. Dates/Location: TBD - May 2026 in Dallas, Texas. Two grant-funded staff members (Ashley Justice and Tobi Williams) will attend this conference. A total of $4,082 will be used for this conference.	$3,265.60	$816.40	$0.00	$0.00	$4,082.00	0

		Cost relates to $1,360 Hotel (2 attendees x $170 per night for 4 nights); $1,350 Registration (2 attendees x $675 registration fee); $560 Per Diem (2 attendees x $60 GSA per diem first and last day of travel for Dallas, Texas x 2 days @ $240) + (2 attendees x $80 GSA per diem for Dallas, Texas x 2 days @ $320); $812 Mileage (2 attendees x $406).						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Annual Conference on Crimes Against Children. Dates/Location: TBD - August 2026 in Dallas, Texas. One grant-funded staff member, Ashley Justice, will attend this conference. A total of $2,591 will be used for this conference. Cost relates to $850 Hotel (1 attendee x $170 per night for 5 nights); $895 Registration (1 attendees x $895 registration fee); $440 Per Diem (1 attendee x $60 GSA per diem first and last day of travel for Dallas, Texas x 2 days) + (1	$1,943.25	$647.75	$0.00	$0.00	$2,591.00	0

		attendee x $80 GSA per diem for Dallas, Texas x 4 days); $406 Mileage (1 attendees x $406).						
Travel and Training	In-State Incidentals and/or Mileage	Travel within Galveston County - grant-funded staff will travel to meet with victims regarding advocacy program details. Utilizing Google Maps, mileage has been calculated from the primary office site (The DA's Office) to various outreach locations around the county, estimating 4,800 miles/year. A total of $3,360 will be used for this travel need. Cost relates to $3,360 Mileage ($0.70 x 4,800 miles).	$2,520.00	$840.00	$0.00	$0.00	$3,360.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell phone service for the two (2) grant-funded positions. The duties of the grant-funded staff require cell phone service to carry out grant-funded duties that include travel and respective use of a cell phone to ensure their safety and to communicate effectively with the VOCA Case Manager in the	$1,483.20	$370.80	$0.00	$0.00	$1,854.00	0

		office in Galveston. To further justify the need for cell phone service is the determination that utilizing personal cell phones to contact clients is unsafe. This budget line will pay for the monthly service fees only. The actual cell phone was given to the County by the service provider and will remain the property of the County. Monthly Service fee is $77.25 x 12 months x 2 positions = $1854.						
Supplies and Direct Operating Expenses	Photographic Equipment and Accessories ($5,000 or less per unit)	Laser Printer Toner Cartridges for two (2) Laser Printers in the Victim Services Unit to print color photos of photographic evidence in victim service cases. Estimated use of 12 during a year @ $86/each = $1032. (6 black and 6 color).	$825.60	$206.40	$0.00	$0.00	$1,032.00	0
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera ($5,000 or less per unit)	Fax machine needed for crime victims' compensation; current fax machine only sends a certain amount of paper; must send offense reports for crime	$280.00	$87.50	$0.00	$0.00	$367.50	0

		victims' compensation through the Attorney General's Office; these are very long and with the current fax machine we are unable to send full reports. $350.						

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Galveston County General Fund - Cash Match	Cash Match	$33,862.40

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$33,862.40	$33,862.40	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$4,355.00	$1,088.75	$0.00	$0.00	$5,443.75
Personnel	$119,219.20	$29,804.80	$0.00	$0.00	$149,024.00
Supplies and Direct Operating Expenses	$2,588.80	$664.70	$0.00	$0.00	$3,253.50
Travel and Training	$7,728.85	$2,304.15	$0.00	$0.00	$10,033.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$133,891.85	$33,862.40	$0.00	$0.00	$167,754.25

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Legal Services for Aliens: Except as indicated in the following sentence, costs of providing legal services (that is, professional services of the kind lawfully provided only by individuals licensed to practice law) to any removable alien (see 8 U.S.C. § 1229a(e)(2)) or any alien otherwise unlawfully present in the United States are disallowed and may not be charged against the award. Costs for legal services disallowed under the preceding sentence do not include costs for legal services— (1) to obtain protection orders for victims of crime (including associated or related orders (e.g., custody orders), arising from the victimization); (2) that are associated with or relate to actions under 18 U.S.C. ch. 77 (peonage, slavery, and trafficking in persons); (3) to obtain T-visas, U-visas, or "continued presence" immigration status (see, e.g., 8 U.S.C. § 1101(a)(15)(T) & (U); 22 U.S.C. § 7105(c)(3)(A)); or (4) as to which such disallowance would contravene any express requirement of any law, or of any judicial ruling, governing or applicable to the award.	9/18/2025 2:14:23 PM		No	No

You are logged in as **User Name**: MaryPitts

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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

Grant Award/Agreement

1) **Court Date:** 12/8/2025
2) **Department:** Parks and Cultural Services
3) **Grant Agency: Houston-Galveston Area Council**
4) **Funding Source: HGAC Senior Meal Grant**
5) **Grant Start Date:** 10/1/2025
6) **Grant End Date:** 9/30/2026
7) **Program Year: FY 2026**
8) **Program End Date:** 9/30/2026
9) **Renewal Grant: RENEWAL**
10) **Contract #: NA**
11) **Description: Personnel, transportation and meals for senior citizens**

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

Expenditure Type

14) **Grant Funded $337,522.00**
15) **County Funded $318,850.00 (Mandatory $33,752.00 / Discretionary $285,098.00)**
16) **Total Project Amount: $656,372.00**
17) **Assigned Department Contact: Martha Lee - Parks and Cultural Services**

County Funding Sources

18) **Match Fund: 1101-451110 - General Fund / Senior Services**
19) **Match Division: 5100000 - Salaries / 5910200 Grant Match Mandatory**

NOTES:

Estimated program income / donations from senior clients $3,034.00 contributing to overall budget

Approval History

Seq #	Approver	Action	Action Date
1	Christian Monterrubio	Escalated	11/20/25 5:28 pm
2	Diana Huallpa	Approve	11/21/25 1:30 pm
Notes:	Subject to BA 26-41-1208-B approval		
3	Julie Walker	Approve	11/21/25 3:40 pm
4	Diana Huallpa	Approve	11/21/25 4:15 pm
Notes:	Approved per Ahmad Adams - DGM		
5	Sergio Cruz	Approve	11/21/25 4:18 pm

MEMORANDUM

To: Galveston County Commissioners Court

From: Professional Services – Grants Division

Court Date: December 8, 2025

RE: Parks & Cultural Services – Senior Services

FY 2026 HGAC Area Agency on Aging Senior Meal Grant Award

BACKGROUND

In 1976 Galveston County established the Senior Citizens Program to serve adults aged 60 and older. This program has been under Parks and Cultural Services since 2003. The Senior Program staff consists of highly qualified employees who provide congregate meals, transportation services, information and referral, education, fitness, and recreation at the centers. This program is supported by federal and state funds via the Older Americans Act, Title III programs, which are administered by the Texas Health and Human Services Commission and passed-through the Houston-Galveston Area Council (HGAC).

Galveston County Senior Centers directly affected by this application are located at the following locations:

- Wayne Johnson Community Center in La Marque
- Bayside Regional Community Center
- Dickinson Community Center
- City of Friendswood – Friendswood Senior Center
- City of League City – Hometown Heroes Park – Senior Program
- City of Texas City – Nessler Center Seniors Program
- Galveston Community Center

NOTE: The County also supports the congregate meal program at the Santa Fe Senior Center as well as the Bay Area Meals on Wheels and the Interfaith Ministries for Greater Houston home-delivered meal programs.

SUMMARY

The grant award includes the following program activities for FY 2026:

(1) congregate meals

(2) transportation meal services for seniors

FINANCIAL SUMMARY

	APPLICATION	AWARD
Grant Application	$588,355.00	$337,522.00
County Discretionary Match	$8,017.00	$285,098.00
County Mandatory Match	$60,000.00	$33,752.00
	$656,372.00	$656,372.00

County Match is met through Parks and Cultural Services Mandatory Match as well as a portion of the salary and benefits for the Senior Citizens Department personnel.

RECOMMENDATIONS

Professional Services – Grants Division recommends that the Court approve acceptance of the FY 2026 HGAC Area Agency on Aging Senior Meals grant award and authorize the Judge to sign all required documents.

ATTACHMENTS FOR WET SIGNATURE

- ☐ H-GAC AAA – Affirmative Action Plan – Attachment B
- ☐ Assurance of Compliance with DHHS Regulation under Title VI – Attachment C
- ☐ DHHS Assurance of Compliance with Section 504 of Rehabilitation Act -Attachment D
- ☐ Certification Regarding Debarment, Suspension, Ineligibility - Attachment E
- ☐ Reporting Abuse of Elders Individuals – Attachment F
- ☐ H-GAC AAA Confidentiality Certification – Attachment G
- ☐ Certification of Compliance with Child Support Medical Support – Attachment H
- ☐ HGAC Email Invoice Authorization Agreement – Attachment J
- ☐ HGAC AAA Galveston County Agreement (p. 15)

Houston-Galveston Area Council

Attachment I AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

Section 1 – Vendor Information

Galveston County	74-6000908
Individual/Company Name	Tax ID Number (SSN or Fed ID)

The Houston-Galveston Area Council is hereby authorized to credit the following account in lieu of any other payment method for amounts owed to us for goods delivered or services rendered. Furthermore, the Houston-Galveston Area Council is also authorized to debit the same account in an amount not to exceed the original credit for any erroneous deposits. The vendor agrees to notify the Houston-Galveston Area Council of any changes which may affect this agreement within 24 hours.

Check One (●) Checking ( ) Savings

This authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council with different instructions.

Authorized Signature: _____ Date: 11/10/2025

Name: Annaya Nigrelle

Title: Chief Deputy

Telephone Number: 409-770-5428

Mailing Address: 600 59th

Accounts Receivable Contact: Mindi Ortiz

E-Mail Address for Remittance Advice: Mindi.Hernandez@co.galveston.tx.us

Section 2 – Banking Information

Prosperity Bank	[redacted]
Depository Name (Financial Institution)	Transit/ABA Number
2424 Market St	
Galveston, TX 77550	[redacted]
Depository Address	Account Number

Houston-Galveston Area Agency on Aging
FY 2026

Affirmative Action Plan
Attachment B

Galveston County HEREBY AGREES THAT IT WILL ENACT

Name of Applicant

AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of this agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following.

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration of Aging Program Instruction AoA PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Galveston County is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

Total Staff:	# Full Time	# Part Time
Older Persons (60+)	# 1 17 %	# 2 67 %
Minority	# 3 50 %	# 2 67 %
Women	# 5 83 %	# 3 100 %

Date

Mark Henry, County Judge
Signature and Title of Authorized Official

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Attachment C

Galveston County (hereinafter called the "Applicant")

Name of Applicant (Type or Print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal Financial assistance is extended of for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is give in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Mark Henry, County Judge

Applicant (Type or Print Name)

Date

Signature of Authorized Official

4102 Main Street

Applicant's Mailing Address

La Marque, TX 77568

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILIATION ACT OF 1973, AS AMENDED

Attachment D

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.5(a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such a date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation [45 C.F.R. 84.5(b)].

The recipient: Check A or B

A. ☐ employs fewer than fifteen persons;
A73

B. ☑ employs fifteen or more persons and, pursuant to 84.7(a) of the regulation
A74 [45C.F.R. 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

Mark Henry, County Judge
Name of Designee(s) – Type or Print
C12 C42

Galveston County
Name of Recipient – Type or Print
A12

4102 Main Street
Street Address or P.O. Box
A42 A71

74-600908
(IRS) Employer Identification Number
A1 A11
B1 B11
C1 C11

La Marque
City
B12 B41

Texas 77568
State Zip
B42 B71

I certify that the above information is complete and correct to the best of my knowledge.

Mark Henry, County Judge
Date B72 B77
Signature and Title of Authorized Official B78

If there has been a change in name or ownership within the last year, please PRINT the former name below:
NOTE: The 'A,' 'B,' and 'C' followed by numbers are for computer use. Please disregard.

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS
Attachment E

Federal Executive Order 12549 requires the Texas Department on Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department on Aging and Disability Services, as applicable.

   Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?
   _____ YES _✓_ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Certification Regarding Debarment, Suspension
Page 2

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department on Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

✓ The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

____ The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE Galveston County

CONTRACTOR ID NO./FEDERAL EMPLOYER'S ID NO. 74-600908

	Mark Henry
Signature of Authorized Representative	Printed/Typed Name of Authorized Representative
	County Judge
Date	Title of Authorized Representative

THIS CERTIFICATION IS FOR FY **2026**, PERIOD BEGINNING October 1, **2025** and ENDING September 30, **2026**.

Reporting Abuse of Older Individuals
Attachment F

The Houston-Galveston Area Agency on Aging, Older Americans Act program, was established to improve the quality of life of older individuals, particularly those with greatest economic need and those with greatest social need. Unfortunately, thousands of older individuals suffer abuse, neglect, or exploitation. Being aware, recognizing the problem and reporting the abuse, neglect, or exploitation is the only way to protect our older population.

As stated in the Older Americans Act of 1965, the term "elder abuse, neglect, and exploitation" means abuse, neglect, and exploitation, of an older individual.

The term *"older individual"* means an individual who is 60 years of age or older.

The term *"abuse"* means the willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish, or mental illness.

The term *"exploitation"* means the illegal or improper act or process of an individual, including a caregiver, using the resources of an older individual for monetary or personal benefit, profit, or gain.

The term *"neglect"* means the failure to provide for oneself the goods or services that are necessary to avoid physical harm, mental anguish, or mental illness.

Houston-Galveston Area Agency on Aging (AAA), in coordination with Texas Department of Protective and Regulatory Services, is working to educate all individuals to identify and prevent abuse of older individuals.

If any Contractor or employee of any Contractor sees any Older Americans Act client being abused, they need to report this abuse to Texas Department of Protective and Regulatory Services at 1-800-252-5400.

If any Contractor or employee of any Contractor sees any Older Americans Act client individual being physically or sexually abused or you feel that the situation is urgent – call the police, then report the incident to Texas Department of Protective and Regulatory Services at 1-800-252-5400.

If any Contractor or employee of any Contractor sees any Older Americans Act being abused, they need to contact the Grievance Officer, Houston-Galveston AAA at 1-800-437-7396. If the abuse has not been reported to Texas Department of Protective and Regulatory Services when it is reported to the Grievance Officer, they has the right to release the information to a law enforcement or public protective service agency.

Reporting Abuse of Older Individuals
Page 2

If a Contractor has an employee that is accused of abusing an Older Americans Act client, the following steps must be taken:

1) The Contractor must remove that employee from the client's home and prohibit the employee from making any contact with the client.
2) The Contractor must place a different employee in the client's home and maintain service only if the client is willing to accept service.
3) The Contractor must not allow the accused employee to provide any service to any H-GAC client until the Houston-Galveston AAA has reviewed the report.
4) The Contractor must investigate the alleged abuse.
5) The Contractor must report and record any alleged abuse.
6) The Contractor must report the alleged abuse to Houston-Galveston AAA Grievance Officer, at 1-800-437-7396.
7) Houston-Galveston AAA will review the report and has the right to report the alleged abuse to Texas Department of Protective and Regulatory Services. If it is found that the employee did abuse an older individual, the Contractor must take actions against the employee.

If a Contractor observes an abusive incident, the Contractor must report the incident to the Texas Department of Protective and Regulatory Services at 1-800-252-5400 and to Houston-Galveston AAA Grievance Officer, at 1-800-437-7396. The Contractor must also record all observations. Completely document who committed the abusive act, the nature of the abuse, and where and when it occurred.

Every individual young or older has the right to be free from verbal, sexual, physical, and mental abuse, corporal punishment, involuntary seclusion, and exploitation. The intent of this policy is to assure that the Contractor has in place an effective system, that regardless of source prevents mistreatment, neglect, and abuse of Older Americans Act clients or any older individual. The Contractors system should include a policy to prevent employment of individuals who have been convicted of abusing, neglecting, or exploiting individuals. However, such a policy cannot guarantee that a client will not be abused; it can only assure that the Contractor does whatever is within its control to prevent "elder abuse, neglect, and exploitation", of an older individual.

	Mark Henry, County Judge
Date	Signature and Title of Authorized Official

Houston-Galveston Area Agency on Aging
CONFIDENTIALITY CERTIFICATION
Older Americans Act Programs
Attachment G

Galveston County shall have procedures to ensure that no information or records about a
Contractor Name

client, or obtained from a client, is disclosed in a form that identifies the person without the informed consent of the person or of his or her legal representative unless information is requested by H-GAC or is required to link participant with other service agencies. (See TAC 270.1)

The organization \ I will:

a. Provide each participant with a free and voluntary opportunity to contribute to the cost of the services;

b. Protect the privacy of each senior citizen with respect to any contribution;

c. Establish written procedures to safeguard and account for all contributions; and

d. Use all contributions to expand and/or maintain the service for which it was received.

The organization \ I will develop a written suggested contribution schedule. The schedule will consider the income ranges of older persons in the community and the Contractor's other sources of income.

The organization \ I will not deny any senior citizen a service because the senior citizen will not or cannot contribute to the cost of the service.

	Mark Henry, County Judge
Date	Signature and Title of Authorized Official

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT AND MEDICAL SUPPORT ENFORCEMENT

Attachment H

The undersigned (hereinafter called the "Applicant") HEREBY AGREES THAT it will comply with the Texas Family Code, Subtitle D (Administrative Services), Chapter 231, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts, which requires the following certification:

> Under **Section 231.006, Family Code**, the Contractor 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.

As required by Section 231.006, Family Code, please list the names and social security numbers of individuals or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting this application.

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

A child support obligor who is more than 30 days delinquent in payment child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan until such time that the obligor or business entity remedies the non-compliance as described in the Texas Family Code, Chapter 231, Section 231.006(b)(1) and (2).

This CERTIFICATION is given in consideration of and for the purpose of obtaining any and all state grants, loans, contracts, property, discounts or other financial assistance extended after the date hereof to the Applicant. The Applicant recognizes and agrees that such state assistance will be extended in reliance on the representations and agreements made herein. The Applicant further understands that if it is found to be ineligible to receive payment under the Texas Family Code, Chapter 231, Section 231.006(a), any Agreement or Contract may be terminated. If this certification is shown to be false, the Contractor/contractor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Galveston County	722 Moody Ave,
Applicant (Type or Print)	Street Address
Mark Henry	4102 Main Street (FM519)
Authorized Official (Type or Print)	Mailing Address if different from Street Address
	La Marque, Texas 77568
Signature of Authorized Official	City, State and Zip
County Judge	
Title of Authorized Official	Date

EMAIL INVOICE AUTHORIZATION AGREEMENT

Attachment J

Please Type or Print

CONTRACTOR NAME:	Galveston County
ADDRESS:	722 Moody Ave. Galveston, TX 77550 Mailing address: 4102 Main Street, La Marque, TX 77568
TELEPHONE:	409-934-8101

Name of Employees Certifying Documents	Employee's Email Address	**Employee's Signature**
1. Martha Lee	martha.lee@co.galveston.tx.us	
2. Kathryn Ketchum	kathryn.ketchum@galvestoncountytx.gov	
3. Susan Brace	susan.brace@co.galveston.tx.us	
4.		
5.		

Certification

As a representative of the organization identified above, I confirm that the person(s) named are employees of our organization and are approved to sign and submit monthly invoice(s) and supporting documentation to the Houston-Galveston Area Council. I understand that this authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council within 24 hours with different instructions.

Mark Henry

Print or Type Representative Name **Signature** **Date**

Please submit this original form, faxed or a copy of this form will not be accepted. Please make a copy for your records.

CONFLICT OF INTEREST QUESTIONNAIRE

Attachment K

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

◯ Yes ◯ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer 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 interest of one percent or more?

◯ Yes ◯ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

STANDARD GENERAL PROVISIONS

THIS CONTRACT AND AGREEENT is entered into, by and between the Houston-Galveston Area Council hereinafter referred to as Houston-Galveston Area Council having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Galveston County, hereinafter referred to as the Subrecipient, having its principal place of business at 722 Moody, Galveston, TX, 77550, Texas, United States. These entities may collectively referred to as “the Parties.”

PERFORMING PARTY: Galveston County

RECEIVING PARTY: Houston-Galveston Area Council

WITNESSETH:

WHEREAS, Houston-Galveston Area Council hereby engages the Subrecipient to perform certain services or provide deliverable(s) as specified in accordance with the specifications of this Agreement,

WHEREAS, Subrecipient has agreed to perform such services or provide such deliverable(s) in accordance with the specifications of the Agreement;

WHEREAS, the total approved not to exceed value of this Agreement is $337,522.

NOW, THEREFORE, Houston-Galveston Area Council and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants Houston-Galveston Area Council that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, is applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish Houston-Galveston

Area Council with satisfactory proof of its compliance.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of Houston-Galveston Area Council or the Subrecipient. No provision of this Agreement or act of Houston-Galveston Area Council in performance of the Agreement shall be construed as making the Subrecipient the agent, servant, or employee of Houston-Galveston Area Council, the State of Texas, or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for their own employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Subrecipient in an amount not to exceed the total contract value as detailed in the Budget attachment, and subject but not limited to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for requests for invoice payment made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) Houston-Galveston Area Council is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council by the final billing deadline identified in the Scope of Work.

ARTICLE 5: MANDATORY ATTACHMENTS

The services to be performed or deliverable(s) to be provided by the Subrecipient are outlined in the attached Scope of Work (SOW) document, included with this Agreement. Any changes to the attached SOW document must be agreed to by the Parties via a written and fully executed amendment to this Agreement. In consideration of Houston-Galveston Area Council's compensation offer, further detailed in the Budget attachment to this Agreement, Subrecipient accepts and shall provide Houston-Galveston Area Council approved services in consideration, as specifically described in the Scope of Work, attached hereto and mutually incorporated herein. Subrecipient further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached, and incorporated.

ARTICLE 6: PERFORMANCE PERIOD

The period of performance for this Agreement begins 01-Oct-2025 and ends 30-Sep-2026. All services and deliverables to be provided under this Agreement must be provided within this performance period, unless directly specified under a written amendment or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by Houston-Galveston Area Council only under the specific terms set forth in the Special Provisions, Scope of Work, and Budget. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, proper invoices that are submitted timely to Houston-Galveston Area Council, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If Houston-Galveston Area Council withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions and SOW of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE

Any obligation of Houston-Galveston Area Council created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. Houston-Galveston Area Council shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient certifies that it has either adequate coverage to meet claims or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Subrecipient must provide general liability and property insurance in amounts sufficient to cover contractual liability and protect program facilities including equipment. Subrecipient must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Subrecipient's employees or agents are covered by sufficient automobile liability insurance. Subrecipient certifies that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for workers' compensation coverage under statute. Subrecipient further represents that it is insured for general liability including bodily injury, death, and property damage. All insurance certificates, policies, and binders must be maintained by Subrecipient at its program site for review by Houston-Galveston Area Council at any time.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title,

obligation, or interest it may have therein to any third party without prior written approval of Houston-Galveston Area Council. The Subrecipient acknowledges that Houston-Galveston Area Council is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, Houston-Galveston Area Council shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, Houston-Galveston Area Council reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement. The audit may be performed by the Houston-Galveston Area Council local government audit staff, a certified public accountant firm, or other auditors designated by Houston-Galveston Area Council and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend $1,000,000 or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to Houston-Galveston Area Council within thirty (30) days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the Houston-Galveston Area Council for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in this Agreement.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain complete and accurate records throughout the course of the work. This shall include all of the Subrecipient's costs and documentation of items which are chargeable to Houston-Galveston Area Council under this Agreement. Houston-Galveston Area Council, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy, and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by Houston-Galveston Area Council. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include this language in all its subcontracts, pursuant to Article 10-Subcontracts. The Subrecipient agrees that Houston-Galveston Area Council and its duly authorized representatives shall have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract, until seven (7) years after final payment under the subcontract or until all audit findings have been resolved.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the date of final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment to this Agreement, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that Houston-Galveston Area Council may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve Houston-Galveston Area Council of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall completed via a written amendment to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default, as detailed further below.

A. *Convenience*
Houston-Galveston Area Council may terminate this Agreement at any time, in whole or in part, with or without cause, whenever Houston-Galveston Area Council determines that for any reason such termination is in the best interest of Houston-Galveston Area Council, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to Houston-Galveston Area Council via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from Houston-Galveston Area Council.

B. *Default*

Houston-Galveston Area Council may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by Houston-Galveston Area Council in writing) after receiving written notice by certified mail of default from Houston-Galveston Area Council.

ARTICLE 17: CONTRACT CLOSEOUT PROCEDURE

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements , process the final payment to close out the project, and complete the project audit (if applicable). Subrecipient should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Galveston County shall make H-GAC aware in writing of a force majeure event that may affect performance or completion of the contract as soon as Galveston County becomes aware. Determination of force majeure shall rest solely with Houston-Galveston Area Council.

ARTICLE 19: COPYRIGHTS

Houston-Galveston Area Council, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or Houston-Galveston Area Council purposes:

A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;

B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to Houston-Galveston Area Council upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the Houston-Galveston Area Council upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to Houston-Galveston Area Council at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of Houston-Galveston Area Council, without first obtaining written release authorization from Houston-Galveston Area Council.

ARTICLE 21: POLITICAL ACTIVITY – BYRD ANTI-LOBBYING ACT

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an Houston-Galveston Area Council subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964codified at 42 U.S.C. §§2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; (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 in any education program or activity receiving federal financial assistance; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of

1990, as amended (42 U.S.C. §12101 et seq,); (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 25: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED JANUARY 3, 2025)

Pursuant to 2 CFR § 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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. See Public Law 115-232 and 2 CFR § 200.471 for additional information. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items. In addition, the No TikTok" on Government Devices Act (FAR 52.504-27) prohibits Contractors from having or utilizing software application known as

"TikTok" owned and operated by ByteDance Limited (ByteDance), a privately held company headquartered in Beijing, China on any information technology used in the performance of a government contract.

ARTICLE 26: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds Houston-Galveston Area Council should, to the greatest extent practicable, 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). Houston-Galveston Area Council must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with Houston-Galveston Area Council to provide all required certifications and other documentation needed to show compliance.

ARTICLE 27: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the Houston-Galveston Area Council, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify Houston-Galveston Area Council of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify Houston-Galveston Area Council of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from Houston-Galveston Area Council, if any, shall be reported to local law enforcement agencies and Houston-Galveston Area Council within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with Houston-Galveston Area Council, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify Houston-Galveston Area Council of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 28: INDEMNIFICATION AND RECOVERY

To the extent permitted by law, Houston-Galveston Area Council shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of Houston-Galveston Area Council, its agents, or employees, pertaining to its activities and obligations under this Agreement.

To the extent permitted by law, Subrecipient shall indemnify and hold Houston-Galveston Area Council, it's officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly

result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

ARTICLE 29: LIMITATION OF LIABILITY

H-GAC'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. H-GAC SHALL NOT BE LIABLE TO THE PERFORMING PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, OR CONTRACT. In no event will Houston-Galveston Area Council be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

ARTICLE 30: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) AND DEBARRED BIDDERS

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Subrecipient, including any of its officers or holders of controlling interest, is obligated to inform Houston-Galveston Area Council whether or not it is or has been on any debarred bidder's list maintained by the United States Government or the State of Texas. Should the Subrecipient be included on such a list during the performance of this project, it shall so inform Houston-Galveston Area Council within 10 business days of notification.

ARTICLE 31: SOLID WASTE DISPOSAL ACT

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 32: PREVENTION OF FRAUD, WASTE, AND ABUSE

Subrecipient shall establish and implement reasonable internal procedures and management controls to prevent misuse of funds under this contract. Subrecipient agrees to report, in writing, to Houston-Galveston Area Council any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of federal policies and procedures within 24 hours of discovery. Except as provided by law or court order, the parties to this agreement will ensure the confidentiality of all incident reports. Neither Subrecipient nor Houston-Galveston Area Council will retaliate against any person filing an incident report. Any failure to comply with this Article will result in Houston-Galveston Area Council utilizing the Schedule of Remedies as defined in this agreement.

ARTICLE 33: TEXAS PUBLIC INFORMATION ACT

Houston-Galveston Area Council and the Subrecipient understand and agree that Houston-Galveston Area Council is a governmental 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 Public Information Act (the "Act"). Houston-Galveston Area Council must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Houston-Galveston Area Council will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event Houston-Galveston Area Council receives a request for information under the Act for information that the Subrecipient has marked as indicated above.

ARTICLE 34: SPEND-DOWN POLICY

Within thirty (30) days of Contract execution Contractor/Subrecipient shall provide H-GAC with a plan that identifies anticipated expenditures under the Contract for each quarter in which the Contract is in effect (the "Spend Down Plan"). The Spend Down Plan shall have sufficient detail to clearly show Contractor's/Subrecipient's plan for using the funds provided under the Contract and should note reasons for projected changes in the level of expenditures over the term of the Contract. The Contractor/Subrecipient shall update the Spend Down Plan at the end of each quarter during the term of the Contract or more frequently if circumstances have changed in a way that affects the Spend Down Plan or if requested by H-GAC.

The Contractor/Subrecipient shall monitor its expenditures under the Contract monthly and within 10 days of the end of each month, notify H-GAC if it expects expenditures under the Contract to be less than 75% of the expenditures shown for that quarterly period in the Spend Down Plan. In such event, Contractor/Subrecipient must provide H-GAC with a rebudgeting plan which fully explains how Contractor will be able to use all funds available under the Contract by the end of the Contract term or by a later Contract date, if extension of the Contract is permitted by the funding source and approved by H-GAC in its sole discretion.

H-GAC may approve the rebudgeting plan (with or without required changes) or reject the rebudgeting plan in its sole discretion. If H-GAC approves the rebudgeting plan, Contractor shall submit a revised Spend Down Plan incorporating the revised budget and proceed with work under the Contract and Spend Down Plan.

If Contractor/Subrecipient fails in any quarter to spend at least 75% of the expenditures specified in its Spend Down Plan and has not obtained H-GAC approval of a rebudgeting plan, H-GAC shall have the right to terminate the Contract for cause in accordance with the Contract termination procedures and reallocate the remaining funds to other allowable programs or recipients.

ARTICLE 35: INFORMATION RESOURCES SECURITY POLICY

Subrecipient shall maintain a written information security policy, which at minimum:

(1) Ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston-Galveston Area Council with verification of required training upon completion or Houston-Galveston Area Council's request;

(2) Provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques;

(3) Requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,

(4) Requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide Houston-Galveston Area Council with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

ARTICLE 36: ACCESS AND PROTECTIONS OF H-GAC INFORMATION RESOURCES, DATA, AND

CREDENTIALS

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Subrecipient and Subrecipient subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston Area Council information resources, data, and credentials.

ARTICLE 37: SECURITY BREACH

Subrecipient shall notify Houston-Galveston Area Council within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with Houston-Galveston Area Council to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

ARTICLE 38: AUTORHIZED REPRESENTATIVES

Houston-Galveston Area Council will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement.

This whole Agreement as written supersedes any and all prior oral and written agreements between the parties relating to matters herein, and cannot be modified by any representative, without the executed written memorialization of consent of the parties.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Agreement is the joint work product of Houston-Galveston Area Council and the Subrecipient. This Agreement has been negotiated by Houston-Galveston Area Council and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: SEVERABILITY

Houston-Galveston Area Council and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 42: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of Houston-Galveston Area Council or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of Houston-Galveston Area Council. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H GAC's final decision.

ARTICLE 43: CHOICE OF LAW - VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 44: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions (if applicable), 3) Scope of Work, and 4) Other Attachments.

ARTICLE 45: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

Houston-Galveston Area Council and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Galveston County	**Houston-Galveston Area Council**
Signature	Signature gk_esign_i_sign_1_gk
Name	Name Chuck Wemple
Title	Title Executive Director
Date	Date gk_esign_i_date_1_gk

SPECIAL PROVISIONS

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Incorporated by attachment, as part of the whole agreement, Houston-Galveston Area Council and the Galveston County do hereby agree to the following Special Provisions, as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

Galveston County shall render performance under this Agreement in accordance with:

A. The Older Americans Act of 1965, as amended, and its regulations;
B. HHS regulations on Administration of Grants;
C. Title 2 Code of Federal Regulations (CFR) Part 200;
D. 45 CFR 132 F:
E. 45 CFR 91, and 1321, et seq.;
F. Texas Grant Management Standards (TxGMS);
G. Texas Administrative Code; and
H. All applicable federal regulations, state rules, local ordinances, and any Houston-Galveston Area Council policies and rules.

Houston-Galveston Area Council may, upon request or at its own discretion, provide additional standards, guidelines or requirements, to aid Galveston County in rendering appropriate performance. Houston-Galveston Area Council's provision of this information shall in no way supersede the precedence of applicable laws and regulations.
In the event of a conflict between applicable laws and regulations in these Special Provisions and the terms and conditions of this contract, precedence will be given to the laws and regulations.

ARTICLE 2: MANADATORY ATTACHMENTS

In consideration of Houston-Galveston Area Council compensation offer hereinafter described, Galveston County accepts and shall provide Houston-Galveston Area Council approved services in consideration, as specifically described We need in the Scope of Work, attached hereto and mutually incorporated herein. Galveston County further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Galveston County in an amount equal to the actual costs incurred by Galveston County in rendering such performance, subject, but not limited, to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) Houston-Galveston Area Council is not liable to Galveston County for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council

within 30 days following termination of this Agreement.

ARTICLE 4: PAYMENTS

Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statues; Houston-Galveston Area Council will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or $337,522. Allowable costs must be certified by Subrecipient as correct and necessary; directly associated with performance of this Agreement provisioned under the Scope of Work or other mutually executed Attachment; and properly submitted at the rates prescribed by state or federal regulations.

Houston-Galveston Area Council will not be liable to Galveston County for costs incurred or performance rendered the terms and conditions of this Contract, including the terms governing Galveston County's promised performance and unit rates or reimbursement capitations specified.

Houston-Galveston Area Council will not be liable to Galveston County for any expenditures, which are not allowable costs under 2 CFR Part 200 and 45 CFR Part 75 or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by Houston-Galveston Area Council.

Houston-Galveston Area Council will not be liable to Galveston County for expenditures made in violation of regulations promulgated under the OAA or in violation of Houston-Galveston Area Council's rules, federal and state laws, or this Contract.

Houston-Galveston Area Council agrees to make payment to Galveston County in the amounts and under the provisions set forth in Galveston County budget and pursuant to the terms and conditions of this Contract. Galveston County agrees to accept such payments as full compensation for services performed under this Contract. All payments will be based on the performance information reported in the approved budget, reimbursement requests, and monthly reports.

Reimbursement occurs in one of two ways, depending on the Scope of Work: Unit Rate or Cost Reimbursement.

UNIT RATE CONTRACT

Houston-Galveston Area Council agrees to make payment to the Galveston County in the amounts and upon the terms and provisions set forth in the Scope of Work and Budget attached hereto and made a part of this agreement. This contract is based on a unit-rate reimbursement process which requires units of service, as defined in the Scope of Work, to be delivered and billed before payment is remitted to Galveston County. The unit rate identified for each service in this contract is the only reimbursement owed to Galveston County and shall be considered full compensation for services performed hereunder by all

parties to this contract.

Galveston County must report eligible units of service and actual allowable expenses to Houston-Galveston Area Council in the frequency and manner prescribed by Houston-Galveston Area Council, using the forms provided by Houston-Galveston Area Council.

The Galveston County agrees to deliver specific services on an "at-risk" basis. Adjustments will be considered only in instances where a service the Galveston County suffers operating losses due to events over which they have no control, or reasonably could not have anticipated. Galveston County. asserts that services performed under this contract are intended to provide humanitarian assistance to the elderly without a profit incentive. Should circumstances change in which the Galveston County experiences significant excess revenue over expenses due to unforeseen events, this contract may be renegotiated in whole or in part at Houston-Galveston Area Council's request in light of such circumstances. "At-risk" unit rates will not be adjusted to offset poor management planning. Any adjustment to an "at-risk" unit rate will be judged on its own merits.

Unit rates established by Houston-Galveston Area Council shall not exceed rates or rate limitations established by Texas Health and Human Services Commission in its rules and regulations.

COST REIMBURSEMENT CONTRACT

Houston-Galveston Area Council will pay the Galveston County on a reimbursable basis for services rendered. The CONTRACTOR agrees to delivery specific services on an "at-risk" basis; that is, H-GAC will make payment of actual expenses based on a pro-rata share that Title III funds represents of the TOTAL cash funds budgeted in the PLANS document for each specific service. Adjustments to the share of expenses that Title III funds of the Older Americans Act will pay will be considered only in instances where a service provider experiences significant operating losses due to events over which they have no control, or reasonably could not have anticipated OR in instances where a service provider experiences excess revenues over operational costs due to unanticipated and/or unbudgeted additional resources or reductions in expenses due to a change in cost allocation methodology. "At-risk" reimbursement will not be adjusted to offset poor management planning. Any adjustment to an "at-risk" reimbursement rate will be judged on its own merits.

It is the responsibility of the CONTRACTOR requesting an increase in the share of expenses that Title III of the Older Americans Act will pay to provide adequate documentation to assure H-GAC that the increase is warranted due to circumstances beyond their control. It is the responsibility of the H-GAC requesting a decrease in the share of expenses that Title III will pay to provide adequate documentation to assure that the decrease is warranted.

ARTICLE 5: MATCH REQUIREMENTS, PROGRAM INCOME, AND CONTRIBUTIONS

MATCH: The Texas Health and Human Services Commission requires that federal funds be matched with non-federal funds in accordance with the Older Americans Act, as amended. These match requirements shall be the responsibility of the Galveston County in accordance with Texas Health and Human Service Commission's Area Gency on Aging Policies and Procedures Manual C-1000 Area Agency on Aging Administration | Texas Health and Human Services. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved Budget attached. Match shall conform to the OAA regulations, 2 CFR Part 200 and HHSC rules regarding match requirements or as required in the request for proposals issued by the AAA.

PROGRAM INCOME: The definition of program income for the purpose of this agreement is specified in 2 CFR 200.80 as gross income earned that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Expenditures of program income will be in accordance with the Texas Administrative Code (TAC) and all applicable HHSC rules. All program income and participant contributions collected and expended shall be documented and managed according to HHSC rules and regulations and AAA policies and procedures. These requirements are further imposed on all service vendors who provide service to participants in the programs served by this contract.

Program income collected by service providers must consist only of those funds specifically provided by or on behalf of a program participant and directly attributable to the service provided.

VOLUNTARY CONTRIBUTIONS: Galveston County shall provide a voluntary opportunity for each participant to contribute to the cost of the services while protecting the individual's privacy. Galveston County shall safeguard and account for the contributions, and use such contributions to expand and/or enhance program outcomes.

ARTICLE 6: PERFORMANCE GOALS

A. Program Performance: Galveston County agrees to provide the services contained in the Scope of Services/Work attached as part of this agreement. Such performance includes assurance that Galveston County will serve the number of persons and units and substantially meet the performance goals and outcomes identified in the Galveston County's proposal to Houston-Galveston Area Council as if they were included herein in their entirety.

B. Fiscal Management: Galveston County shall have appropriate leadership and management structure to enable it to operate efficiently and effectively. Galveston County shall also provide a financial system to maintain internal control, ensure proper management of federal and state funds, maximize non-federal and non-state resources and maintain solvency. Galveston County shall have accounting and internal control systems appropriate to the size of the organization. The accounting system should consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports. The internal controls system shall safeguard contractor's assets, produce accurate accounting data, promote efficient operations and encourage adherence to prescribed accounting policies and

procedures. Effective internal controls shall involve a division of responsibility among difference employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks, electronic fund transfers, and other security measures.

C. Data Systems: Galveston County shall be supported by data systems that provide adequate information for operational efficiency and decision making. The data system shall be able to provide program performance and financial information to reflect the operation and status of the organization in adequate detail to meet the needs under this contract. Galveston County agrees to use its best efforts to safeguard confidential information and to prevent unauthorized use, dissemination, or disclosure of protected information both during the term of this contract and thereafter. Galveston County shall require its agents and employees to sign non-disclosure agreements with provisions at least as stringent as those contained in this contract.

ARTICLE 7: SANCTIONS OR REMEDIAL MEASURES

A. Performance Sanctions. Galveston County's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable Houston-Galveston Area Council policies, issuances, and rules may subject Galveston County to sanctions and/or remedies imposed by Houston-Galveston Area Council.

B. Financial Sanctions. Houston-Galveston Area Council retains the right to deduct the amount of any advance payment or previous overpayment made by Houston-Galveston Area Council, from any subsequent billing submitted by Galveston County for violations under this contract. Failure to comply with the Galveston County obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Galveston County will be liable for and will repay to Houston-Galveston Area Council, on demand, any amounts which are not expended in compliance with this contract, or disallowed as a result of a resolution agreement. Galveston County will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist my monitoring or auditing by any party as authorized or required by Houston-Galveston Area Council. Galveston County will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Galveston County. All repayment made by the Galveston County shall be from non-federal funds. Galveston County's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including allowable interest.

C. If the Galveston County fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing to Galveston County. If Houston-Galveston Area Council withholds such payments, it will notify the Galveston County in writing of its

reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Galveston County.

D. If the Galveston County neglected to follow procurement rules when buying inventory or equipment, Houston-Galveston Area Council may recover funds. Houston-Galveston Area Council may withhold payments on any invoices owed to a Galveston County if the Galveston County does not provide a current inventory when requested. Houston-Galveston Area Council may refuse to close a contract and make a final payment to Galveston County if the Galveston County's inventory is not current with Houston-Galveston Area Council records. Houston-Galveston Area Council may also recover funds when Galveston County fails to report stolen or lost equipment.

E. Notwithstanding Houston-Galveston Area Council's exercise of its right of early termination, the Galveston County will not be relieved of any liability for damages due to Houston-Galveston Area Council. Houston-Galveston Area Council may withhold payment to Galveston County on this contract until such time as the exact amount of damages due to Houston-Galveston Area Council from the Galveston County is agreed upon or is otherwise determined by Houston-Galveston Area Council.

SECTION 8: COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as otherwise specifically authorized by Houston-Galveston Area Council in writing, Galveston County will comply with the applicable cost principles and administrative requirements set forth in 2 CFR 200 and 48 CFR, Chapter 1, Part 31, (Federal Acquisition Regulations). Additionally, the Texas Office of the Governor has released guidance under the Texas Grant Management Standards (TxGMS) and those requirements are included herein. Where there is a conflict between federal and state requirements, federal requirements take precedence.

SECTION 9: REPORTING

In addition to the financial reporting requirements set forth in these Special Contract Provisions and Houston-Galveston Area Council's policies and procedures, Galveston County will submit such other reports, contract closeout, requested data, and/or ad hoc reports and information on the operation and performance of this Contract as may be required by Houston-Galveston Area Council. Houston-Galveston Area Council shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

SECTION 10: INVESTIGATIONS, MONITORING AND TECHNICAL ASSISTANCE

A. Galveston County agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Contract as may be conducted by Houston-Galveston Area Council, applicable federal or state agencies, and the State of Texas, or their duly authorized representatives. This cooperation may include access to the premises for the purpose of questioning employees or participants and for the purpose of examining and/or photocopying any books, records, including participant records,

papers, or other documents whatsoever relating to this Contract and the performance thereof.

B. In compliance with Texas Administrative Code (TAC), the HHSC Uniform Contract Terms & Contract Terms & Conditions and the requirements in H-GAC's policies and procedures, Galveston County is responsible for the monitoring and review of its own service delivery and fiscal activities as authorized and described in the Scope of Services and budget attached to this contract, to ensure that its services are being provided in compliance with applicable legislation, regulations, and the terms of this Contract. Galveston County will provide to Houston-Galveston Area Council, upon request of Houston-Galveston Area Council, the monitoring plan that Galveston County is required to have in place and any written monitoring reports or other reports or reviews of the Galveston County's services performed by or on behalf of the Galveston County.

C. Houston-Galveston Area Council reserves the right to conduct, or to have conducted by designated representatives, monitoring and evaluation of Galveston County's performance as well as performances of Galveston County's subcontractors rendered under this Contract. Houston-Galveston Area Council will notify Galveston County of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Special Contract Provisions Sections 4 and 7 of this Contract. Houston-Galveston Area Council will provide technical assistance to Galveston County in correcting deficiencies noted. Houston-Galveston Area Council may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

SECTION 11: PROPERTY

Galveston County will acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, the Texas Grant Management Standards (TxGMS), and Houston-Galveston Area Council's Contract Management policies and procedures.

SECTION 12: INSURANCE

Galveston County will obtain insurance coverage necessary to ensure proper fulfillment of this Contract prior to the receipt of funds under this agreement and maintain insurance throughout the term as required by Houston-Galveston Area Council. As required by Contractor's service delivery type, Galveston County will obtain:

- Worker's Compensation insurance coverage;
- Auto liability coverage;
- Comprehensive liability including bodily injury coverage;
- Property damage coverage; and/or
- Fidelity and honesty bond coverage.

Galveston County will furnish original certificates of coverage and name Houston-Galveston Area Council as the loss payee on such coverage. Governmental entities are excluded from this provision by state and federal law.

SECTION 13: SUBCONTRACTS

A. Galveston County may enter into subcontracts, defined herein as written legal agreements with another party that specify the terms and conditions for the provision of goods or services to be used by the Galveston County or by participants in the Galveston County's programs and which will be paid for by funds from this contract. All subcontracts must be procured in accordance with the guidance in 2 CFR 200. Houston-Galveston Area Council reserves the right to review subcontracts and the performance of subcontractors.

B. All subcontracts are the sole responsibility of Galveston County. Houston-Galveston Area Council is not responsible for the administration or payment of subcontractor of Galveston County and such contracts do not convey any liability on Houston-Galveston Area Council for payment or acceptance of work product.

C. All cost principles and regulations for which the Galveston County is liable shall pass through to any subcontractor under this contract and Galveston County shall assure that such provisions are included in any written agreement.

SECTION 14. PREVENTION OF FRAUD AND ABUSE

A. Galveston County shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of reporting suspected fraud and abuse.

B. Within 24 hours of discovery, Galveston County shall report in writing to Houston-Galveston Area Council any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of law and policies and procedures including patent and copyright abuse. Galveston County must report any suspicion of fraud and abuse to its Houston-Galveston Area Council contract liaison or Houston-Galveston Area Council's Area Agency on Aging Quality Assurance Coordinator immediately.

C. Except as provided by law or court order, the parties to this contract will ensure the confidentiality of all incident reports. Neither Galveston County nor the Houston-Galveston Area Council will retaliate against any person filing an incident report. Failure to comply with this Section may result in sanctions pursuant to Article 16 of the General Contract Provisions of this contract.

SECTION 15: PREVENTION OF CONFLICTING INTERESTS

In addition to Article 23 of the General Provisions, the Galveston County agrees to the following:

A. Galveston Countys must comply with federal and state statutes and regulations regarding standards of conduct and conflicts of interest including, but not limited to the

applicable OMB circular requirements 29 CFR, Part 97.36

B. Galveston County shall maintain on file and make available for inspection by Houston-Galveston Area Council or its authorized agents a statement submitted by each of the members of Galveston County's governing board of directors or staff disclosing any interest, fact, or circumstance which does or which may present a potential conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require, but in any case, it must be updated annually.

C. Galveston County must refrain from using non-public information gained through a relationship with Texas Health and Human Services Commission, an Houston-Galveston Area Council Board or Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest. Galveston County must avoid any real or apparent conflicts of interest.

D. A Galveston County must disclose in writing on an annual basis to Houston-Galveston Area Council, and as frequently as necessary: any substantial financial interest that the Galveston County or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board staff who is in a decision-making position for the Board; and the existence of any conflict of interest and any appearance of a conflict of interest or lack thereof; information describing the appearance of a conflict of interest; information describing the conflict of interest; actions taken to prevent conflicts of interests from occurring; a description of the gift if the gift is greater than $50 in value and the gift was given to a Board member or Board employee by a Galveston County or its employees. Galveston County must report this to its contract liaison within ten days.

E. Galveston County should not employ or otherwise compensate a former Board employee who was in a Board decision-making position or worked on a particular matter concerning the Galveston County and was employed or compensated by the Board any time during the previous 12 months. Upon request from the Galveston County, Board staff will provide clarification concerning this issue.

F. Galveston County shall take every reasonable course of action to maintain the integrity of the expenditure of public funds under this contract and to avoid favoritism and questionable or improper conduct. The contract shall be administered in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. Galveston County, its executive staff and employees, while administering this contract, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

G. Should Galveston County fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Galveston County will not be entitled to the recovery of any costs or expenses incurred in relation to this contract and will be liable for any costs

incurred or damages sustained by Houston-Galveston Area Council relating to this contract. Such failure to perform will subject the Galveston County to sanctions as described in these Special Contract Provisions and Article 16 of the General Contract Provisions.

SECTION 16: Galveston County ASSURANCES AND CERTIFICATIONS

A. Galveston County certifies that no funds provided under this Contract will be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. Galveston County will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR 93 and Article 21 of the General Provisions.

B. Galveston County certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.

C. Galveston County agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, and Subtitle D).

D. Galveston County certifies that it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that it is a non-profit corporation. Galveston County shall require any subGalveston County that will receive funds under this Contract to certify compliance with this provision by using forms found in the Contract Management policies and procedures.

E. Galveston County certifies that the individual or business entity in this contract is not ineligible, pursuant to Texas Family Code §231.006, to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If any subcontract is subject to the requirements of Texas Family Code §231.006, Galveston County shall obtain certification of compliance with the provisions of that statute.

F. Galveston County certifies that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. Galveston County further affirms that no officer of Galveston County has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

G. Galveston County certifies that it will disclose to Houston-Galveston Area Council and any applicable federal or state agencies the name of any person who has an ownership or control interest in or is an agent or managing employee of the Galveston County who has been convicted of a criminal offense related to the person's involvement in any program under Title XVIII, XIX, or XX of the Social Security Act since the inception of

these programs.

H. Galveston County certifies that it will notify Houston-Galveston Area Council immediately in the event of any significant change affecting the Galveston County and Galveston County's identity, such as ownership or control, name change, governing board membership, and vendor identification number.

I. Galveston County certifies that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 1, 1986, who will perform any labor services under this contract.

J. Galveston County understands and agrees that any funds available to it under this Contract are to be used only for activities that are in addition to those which would are otherwise available for existing services.

SECTION 17: HOURS OF OPERATION

Galveston County will ensure that facilities where it delivers services funded in whole or part under this Contract are open and available to the public at a minimum from Monday through Friday, 8:00a.m. to 5:00 p.m. unless otherwise approved by the contract liaison assigned to this contract.

SECTION 18: SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

A. In accordance with Texas Governor's Executive Order GWB 96-10, and 2308.303(a)(9), Government Code, a charitable or faith-based organization is eligible to be a contractor to Houston-Galveston Area Council or subcontractor to Houston-Galveston Area Council's contractor on the same basis as any other private organization. As a contractor or subcontractor under this contract, such organization retains control over the definition, development, practice and expression of its charitable or religious beliefs except as provided by federal law.

B. The Galveston County and any subcontractors will ensure that all funds provided through this contract are expended for services and activities described in the Scope of Services, and that no expenditures have, as their objective, the funding, sectarian worship, instruction, or proselytizing. This provision will not be interpreted to prohibit the Galveston County from contracting for goods or services with any religious institution or entity.

C. If a charitable or faith-based organization establishes a separate account for the government funds provided through this Contract, then only the services and activities provided by those funds will be subject to audit.

D. A charitable or faith-based provider of services or activities funded through this Contract

shall reasonably apprise all customers/participants of the following:

"Neither Houston-Galveston Area Council or Galveston County's selection of a charitable or faith-based provider nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you, as a customer, object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Area Agency on Aging Compliance Officer at 713.627.3200."

E. Galveston County will submit notification to Houston-Galveston Area Council of any subcontract or partnership agreement developed between the Galveston County and a charitable or faith-based organization.

SECTION 19: NON-ASSIGNMENT

This contract may not be assigned. Notwithstanding any attempt to assign this contract, Galveston County shall remain fully liable on this contract and shall not be released from performing any of the terms, covenants, and conditions of this contract. The Galveston County shall be held responsible for all funds received under this contract.

SECTION 20: ACKNOWLEDGEMENT OF FUNDING AND SUPPORT

Galveston County agrees to place in all literature describing its services covered under this contract, prominent notices acknowledging Houston-Galveston Area Council.

SECTION 21: TARGETING

Galveston County shall assure, in accordance with the 42 U.S. Code (USC) Section 3026, and Older Americans Act of 1965, as amended, that preference in the delivery of services is given to:

1. Eligible older individuals residing in rural areas;
2. Eligible older individuals with greatest economic need (with particular attention to low-income minority individuals);
3. Eligible older individuals who have greatest social need (with particular attention to low-income minority individuals);
4. Eligible older individuals with severe disabilities;
5. Eligible older individuals with limited English-speaking ability;
6. Eligible older individuals with Alzheimer's Disease or related disorder with neurological and organic brain dysfunction and the caretakers of such individuals; and
7. Older individuals at risk for institutional placement.

SECTION 22: DATA USAGE

The Galveston County agrees to abide by the terms and conditions of the Data Usage Agreement (DUA), without modifications, which is attached to this contract and on file at the Houston-Galveston Area Council;

SECTION 23: CODE OF CONDUCT

A. Galveston County shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by federal funds if a conflict, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

B. Galveston County's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or personal ties.

C. No officer or member of Galveston County and no public official or officer or member of the Board of Galveston County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal or pecuniary interest, direct or indirect, in the Galveston County or the proceeds thereof.

SECTION 24: RIGHT TO APPEAL

Any applicant to provide services whose application is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200), has a right to appeal such action. The applicant shall give notice of appeal to Houston-Galveston Area Council within ten calendar days after it receives H- GAC's action letter.

SECTION 25: DISPUTE RESOLUTION

Galveston County agrees to:

A. The dispute resolution process provided in Houston-Galveston Area Council's Area Agency on Aging's Policy and Procedures Handbook, should be used as further described, by the Parties to attempt to resolve any claim for breach of contract made by the Galveston County.

B. A Galveston County's claim for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Houston-Galveston Area Council's Area Agency on Aging's Policy and Procedures Handbook.

SECTION 26: SCOPE OF SERVICES, GOALS, OUTPUTS AND INCOMES

The Galveston County agrees to provide the services set out in the attached Scope of Service which reflects the organization's approved levels of service. The Budget for these

services is separately attached.

The Galveston County agrees to serve the number of persons and units and substantially meet the goals and outcomes described in Galveston County's proposal with Houston-Galveston Area Council.

SECTION 27: CUSTOMER COMPLAINTS AND HEARINGS

A. To address complaints relating to discrimination or a violation of any of the legal authorities cited in these Special Contract Provisions, Houston-Galveston Area Council has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Administration for Community Living establishing complaint processing procedures.

B. Galveston County is responsible for using the complaint and hearing provisions set forth in those Methods of Administration as described in Area Agency on Aging's Policy and Procedures Handbook. This requirement includes complaints or hearings related to Galveston County's denial of service or financial assistance.

ATTACHMENT "A"

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HOUSTON-GALVESTON AREA COUNCIL

This Data Use Agreement ("DUA") entered into by and between the Texas Health and Human Services Enterprise ("HHS") agency, the Department of Aging and Disability Services (DADS) and Houston-Galveston Area Council ("CONTRACTOR"), and incorporated into the terms of DADS Contract No.539-11-0024-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. THE PURPOSE OF THIS DUA IS TO FACILITATE CREATION, RECEIPT, MAINTENANCE, USE, DISCLOSURE OR ACCESS TO CONFIDENTIAL INFORMATION WITH CONTRACTOR, AND DESCRIBE CONTRACTOR'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND THE LIMITED PURPOSES FOR WHICH THE CONTRACTOR MAY CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION. ***45 CFR 164.504(E)(1)-(3)*** **THIS DUA ALSO DESCRIBES HHS'S REMEDIES IN THE EVENT OF CONTRACTOR'S NONCOMPLIANCE WITH ITS OBLIGATIONS UNDER THIS DUA. THIS DUA APPLIES TO BOTH BUSINESS ASSOCIATES AND CONTRACTORS WHO ARE NOT BUSINESS ASSOCIATES WHO CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION ON BEHALF OF HHS, ITS PROGRAMS OR CLIENTS AS DESCRIBED IN THE BASE CONTRACT.**

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Standard Contract Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations there under in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance there under; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or

applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement,

Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information

privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information

CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment

whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c) (privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

The Privacy Act of 1974;

OMB Memorandum 07-16;

The Federal Information Security Management Act of 2002 (FISMA);

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;

Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;

National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;

NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;

NIST Special Publication 800-88, Guidelines for Media Sanitization;

NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour

of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name

and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to

the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

Section 6.12 Effective Date

The effective date of this Data Use Agreement is as stated in the contract amendment which incorporates the DUA into the Base Contract.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
DADS CONTRACT NUMBER 539-11-0024-00001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with Galveston County (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: Chuck Wemple	**NAME:** Mark Henry
TITLE: Executive Director	**TITLE:** County Judge
DATE: _____, 2025.	**DATE:** November 10, 2025

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CLOSED
Awarded

Meals and Transportation Services

Request For Qualification
HS - Area Agency on Aging
95230, 95294, 96347

Close Date: No Close Date

Project ID: HS-AAA-METRS-03-25
Release Date: Friday, March 28, 2025
Due Date: Thursday, May 15, 2025 12:00pm
Posted Friday, March 28, 2025 5:00am
Bid Unsealed Thursday, May 15, 2025 2:03pm by Allison Cruz
Pricing Unsealed Thursday, May 15, 2025 2:03pm by Allison Cruz
All dates & times in Central Time

Edit Preview

3. Project Information/Services Requested

Firms will be contracted with on an as needed basis and fees will be established based upon submitted budgets and capped pricing set by the State.

3.1. Minimum Qualifications

The Area Agency on Aging (AAA) is soliciting proposals from businesses that have experience in providing direct consumer services and participant assessments, and meet the following criteria:

- Has been in business for at least three (3) years or have a contract with the State of Texas
- Maintain at least three (3) month's operating revenue
- Maintain insurance that protects the health and safety of clients and employees. At a minimum, awardees will need to obtain Worker's Compensation insurance coverage, auto liability coverage, comprehensive liability including bodily injury coverage, and property damage coverage.
- Maintain bonding insurance on employees, including fidelity and honesty bond coverage.
- Awardees will furnish original certificates of coverage and name H-GAC as the loss payee on such coverage. Governmental entities are excluded from this provision by state and federal law.

General Disaster Relief/Emergency Services

Service contractors are required to participate and play a role in disaster relief activities which meet the needs of the older individuals in planning for, during, and after natural, civil defense, and/or man-made disasters. Contractors located in a disaster affected area and/or located near a disaster area must participate in disaster relief efforts. Types of disaster relief efforts include, however are not limited to: Use of contractor's facilities, equipment, and vehicles, and/or meals. Contractors must maintain written policies and procedures to provide for the availability of facilities, vehicles and food for participants in emergencies and disasters. The written policies and procedures should make high-risk, older individuals a priority.

Refer to the OAA, Texas Administrative Code (TAC), Texas Health and Human Service Commission (HHSC), Texas Department of Health Service (TDHS), and Houston-Galveston Area Agency on Aging's (AAA) policies and procedures for additional information.

Satisfaction Survey

Contractors must regularly survey the consumer's satisfaction with the delivery and the quality of the services provided. Contractors must compile and analyze the clients' satisfaction results and use the results in the development of their annual outreach plan, include needs assessment, budget, and service mix considerations in the outreach plan and submit to H-GAC every fiscal year.

3.2. Service 1 -Title III C Congregate Meals

Service Definition

A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The OAA defines "liquid supplement" meals as those meals provided through a feeding tube to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance because of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment Consumer Needs Evaluation (CNE). The circumstance would dictate the follow-up.

Program Outcome

The service outcome is to promote better mental and physical health for older people through nutritious meals and socialization. Congregate nutrition services must be a part of a system of services to promote independent living for the elderly by serving as a focal point for services. Contractors must review carefully and adhere to the requirements of TAC. Other names used when referring to congregate meals are Title IIIC1, III C1, or C1.

Eligibility Requirements

Program participants must be sixty (60) years of age or older. The Older American Act (OAA) ensures nutrition services are made available to:

- The spouses of eligible participants who participates at the nutrition site, and
- Individuals with disabilities who are not sixty (60) years of age or older but reside in housing facilities occupied by older individuals at which congregate nutrition services are provided.

The OAA also allows nutrition service contractors the option to offer a meal, on the same basis as meals provided to participating older individuals to:

- Individuals providing volunteer services during the meal hours, and
- Individuals with disabilities who reside at home with and accompany older individuals eligible to the congregate meal site.

Service Activities :

- Provision of congregate meals
- Provision of ongoing nutrition education services to include information and referral
- Access to congregate meal sites
- Health and nutrition education programs
- Recreational activities may also be provided by resources other than the Older Americans Act.

Documentation

A unit of service equals one (1) meal served in accordance with the Texas Health and Human Services Commission's (HHSC) Title III Nutrition Service Standards. The contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. The contractor must use only the reporting and documentation forms provided by the AAA.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Congregate Meal participants. Participant forms **must be updated and submitted by the contractor to the AAA annually upon reassessment for existing participants**.

Form/Document	Contractor	Participant

Frequency of Submission	Monthly or as required for new and renewing clients	Annually for existing clients
Client Intake and Request Form		✓
Client Checklist	✓	✓
Client Request for Services	✓	✓
Participant Rights and Responsibilities	✓	✓
Nutrition Risk Screening	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Nutrition Education Sign-In Sheet	✓	
Service Delivery Log	✓	
Client Grievance and Participant Contribution Policies	✓	✓

Client Grievance and Participant Contribution Policies must be posted in the senior center and provided to the client during the Intake and Assessment process.

Frequency of Service

Meals must be served at least once a day, five days a week, and a minimum of 260 days a year, except in a rural area where such frequency may not be feasible. Contractor must request a meal wavier if they cannot provide a hot meal five-days a week, in their service area. Contractor is required to request a waiver if their nutrition program (all sites) is serving hot meals less than five (5) days a week in their service area.

Contractor must request a waiver from the Area Agency on Aging. Contractor's waiver must be requested prior to start of the fiscal year or before meal service begins. When a new Fiscal Year begins, contractors must request a new waiver. Once granted, a waiver is valid until the end of the Fiscal Year. The request for a waiver must include:

- Name of the contractor
- The name and description of affected area(s),
- What meals and days of the week meals will be provided
- The affected area, including county, city, and neighborhood if appropriate
- Condition making this request necessary.

Holiday Meal Delivery

Contractors are required to provide holiday meal(s) on or before the actual day of the holiday. Contractors must make holiday meals available to all eligible program participants. **The meals(s) must be counted and reported on the same day the client received them, not when they were intended to be eaten. Contractors must submit holiday schedule to AAA at start of contract.**

Disaster Relief/Emergency Meals

Contractors must furnish shelf stable meals for eligible participants effected by a disaster or emergency. A minimum of five (5) meals will be provided per delivery, particularly during hurricane season. Emergency shelf stable meals must be provided in advance to known weather related events. If possible, emergency meals will be provided to eligible participants pre and post disaster. Contractors must have the necessary storage space to supply the appropriate amount of shelf stable meals. Contractors will be reimbursed for emergency meals when the meals are delivered to eligible participants. Contractors will not be reimbursed for shelf stable meals purchased to meet their contracted service delivery performance goals. Contractors must maintain weather related documentation supporting the distribution of emergency meals. Examples of documentation are printed weather reports, disaster declaration, or emails from the State or the Area Agency on Aging.

Nutrition Education to Meal Recipients

Nutrition Education consists of the provision of information to older individuals to promote nutritional well-being and to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. An education session is counted for each individual trained during the consumer assessment and annual reassessment.

Documentation

Contractors are required to provide older individuals nutrition screening, nutrition education, and nutrition assessment and counseling if appropriate, based on the needs of the meal participants.

The AAA, through its licensed nutrition consultant, will provide contractors with required Nutrition Education material, staff training, and Nutrition Education Sign-in Sheets. Contractors are required to provide program participants with Nutrition Education at a minimum annually, during the consumer assessment and reassessment. Contractors are required to submit Nutrition Education documentation to the AAA.

Nutrition Outreach Plan

A written nutrition outreach plan must be developed and implemented with emphasis on the preferred target group as defined in the TAC. Nutrition outreach service expenses must be included in budgeted costs for Congregate and Home-delivered meals.

Facilities Compliance

Contractors must follow procedures and maintain facilities that are following all applicable federal, state and local fire, health, sanitation, safety laws and regulations, and the Older Americans Act. All food preparation, handling, and service activities must comply with Texas Department of Health Services' (DHS) "Rules on Food Service Sanitation." Contractor must provide a copy of all required inspection results to the AAA within five (5) calendar days of receipt of the results.

Training

Contractors must provide at least one (1) hour of training to all staff and volunteers who serve and/or deliver meals. Contractors must provide new staff and volunteers with training within the first month of employment. Staff must provide training at least annually. This information must be provided before staff and volunteers assume duties and must include:

- Participant information confidentiality
- Procedures used in handling emergency situations involving participants
- Sanitary methods used in serving and delivering meals
- General knowledge and basic techniques of working with persons who are aged and persons who are disabled
- Personal hygiene

Service contractors must provide the following training to a staff or volunteers who are involved only in the administration of nutrition services before the staff person or volunteer assumes duties:

- Training described in the previous paragraph
- One (1) hour of training on the content and implementation of applicable forms, rules, procedures, and policies of Health and Human Services Commission (HHSC), the AAA, and the service contractor relating to the administration or provision of nutrition services.

Contractors must provide at least two (2) hours of training to a food service supervisor before the supervisor assumes duties. Training topics must include:

- Personal hygiene
- Food storage, preparation and service, including prevention of food borne illness
- Equipment cleaning before, during, and after meal service
- Selection of proper utensils and equipment for transporting and serving foods
- Automatic and manual dishwashing procedures
- Accident prevention

In addition to the training required in the previous paragraph, services contractors must provide at least six (6) hours of training for a food service supervisor no later than thirty (30) days after the supervisor assumes duties. Training topics must include:

- Practical procedures for food preparation, storage, and serving
- Portion control of food in appropriate dishes
- Use of standardized recipes
- Nutritional needs and meal pattern requirements of older program participants to be served
- Quality control of:
    - flavor
    - consistency
    - texture
    - temperature
    - appearance, including the use of garnishes

Contractors must ensure their food service supervisor complies with 25 TAC §229.163 (relating to Management and Personnel).

Contractors must document the provision of training required by the above paragraphs of this section. The documentation must include the names of the staff person or volunteer being trained and the trainer; the topics covered; and the date, time, and length of the training.

Contractors must have an adequate number of staff persons available during the time congregate meals are provided who are certified in:

a. first aid
b. cardiopulmonary resuscitation
c. operating an automatic external defibrillator, if one is available

3.3. Service 2 -Title III C Home-Delivered Meals

Service Definition

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The OAA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance because of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Program Outcome

The service outcome is to promote better health for homebound older persons who are eligible for nutritious home-delivered meals. Contractors should review carefully and adhere to the requirements of the TAC, HHSC, and the Area Agency on Aging, in the delivery of services. Other names for Home-Delivered Meals are Title IIIC2, III C2, or C2.

Eligibility Criteria

Participants must be sixty (60) years of age or older and score a minimum of twenty (20) on the HHSC Consumer Needs Evaluation (CNE). Eligibility must be based on an assessment of at least the following: impairment in the ability to perform activities of daily living or instrumental activities of daily living; frequency of a person leaving his or her home or need assistance to do so; ability to prepare nutritious meals and shop for food, their nutritional risk, and financial resources available to the senior.

The Older American Act (OAA) ensures nutrition services are made available to:

- The spouse of an older person, regardless of age or condition, may receive a home delivered meal if, according to criteria determined by the AAA, receipt of the meal is in the best interest of the homebound older person.

Service Activities

- Provision of home delivered meals
- Provision of ongoing nutrition education services in the home-to include information and referral
- Assessment of needs
- Appropriate referral to other services
- Other in-home services may also be provided by resources other than the OAA

Documentation

A unit of service equals one (1) meal served in accordance with the HHSC Title III Nutrition Service Standards. Contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. The contractor must use only the reporting and documentation forms provided by the AAA.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Home Delivered Meal clients. Participant forms **must be updated and submitted by the contractor to the AAA annually upon reassessment for existing participants**.

Form/Document	**Contractor**	**Participant**
Frequency of Submission	**Monthly or as required for new and renewing clients**	**Annually for existing clients**
Client Checklist	✓	✓
Client Intake	✓	✓
Client Needs Assessment (CNE)	✓	✓
Client Request for Services	✓	✓

Participant Rights and Responsibilities	✓	✓
Nutrition Risk Screening	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Nutrition Education Certification	✓	
Service Delivery Log	✓	
Client Grievance and Participant Participation Policy	✓	✓
Telephone Reassurance Log (if providing less than five (5) meals per week)	✓	

Client Grievance and Participant Contribution Policies must be provided to the client during the Intake and Assessment process.

Frequency of Service

Contractor must deliver at least one (1) home delivered hot, cold, frozen, dried, canned, or supplemental foods (with satisfactory storage life) meal per day and any additional meals for a minimum of 260 days a year, except in a rural area where such frequency is not feasible. A Contractor delivering less than one (1) meal per day must submit a waiver. See Wavier Requirements below. See OAA Part C – Nutrition Service, Subpart 2 – Home Delivered Nutrition Services, Section 336 (42 U. S. C. 3030f)

Holiday Meal Delivery

Contractors are required to provide holiday meal(s) on or before the actual day of the holiday. Contractors must make holiday meals available to all eligible program participants. **The meals(s) must be counted and reported on the same day the client received them, not when they were intended to be eaten. Contractors must submit holiday schedule to AAA at start of contract.**

Emergency Meals

Contractors are required to provide shelf stable emergency meals once during the fiscal year for all eligible program participants, particularly during hurricane season. Contractors must provide at a minimum five (5) shelf stable meals per delivery. The AAA requires that shelf stable emergency meals be provided to program participants by June 1, the start of hurricane season.

It is important that each senior center adhere to the provision schedule set by the AAA. Anything otherwise is considered out of compliance.

Telephone Reassurance

The home delivered meal program is intended to provide contact to frail, isolated individuals as well as good nutrition. Contractor will be required to describe how they will contact the client on a regular basis and describe the frequency. Telephone Reassurance is required for Contractors that provide at delivery a meal less than every other day. **Everyone must be contacted in person or by telephone at least three (3) times per week.**

Nutrition Wavier

If a nutrition Contractor serves a rural area where it is not feasible to deliver/provide a home delivered meal (5) five days a week, the Contractor must request a waiver from the Texas Health and Human Services Commission. Contractor's waiver must be requested prior to start of the fiscal year or before meal service begins. Waivers are requested annually. Once granted, a waiver is valid until the end of the Fiscal Year.

Training

Meal contractors must provide meal staff and volunteers with training in the areas of:

- Client confidentiality
- Procedures used in handling emergency situations involving clients
- Personal hygiene and Sanitary methods used in serving and delivering meals
- First aid and CPR training
- General knowledge and basic techniques of working with persons who are aged or disabled
- Orientation in applicable HHSC, the Area Agency Agreement, rules, procedures and policies

Meal contractors must provide new staff and volunteers with at least one (1) hour of training within the 1st six (6) months of employment. Existing staff must provide training annually.

3.4. Service 3: Title III B – Demand/Response Transportation Services

Service 3: Title III B – Demand/Response Transportation Services

Service Definition

Taking an older individual from one location to another but does not include any other activity. Demand/Response transportation is designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four (24) to forty-eight (48) hours prior to the trip.

Program Outcome

Transportation services must provide access to needed services which maintain the independence and dignity of the elderly. Contractors must adhere to the requirements of the TAC in the delivery of services. Transportation is a Title IIIB service.

Eligibility Requirements

Clients must be sixty (60) years of age or older. Eligible participants must not be denied transportation services by any transit contractor, funded by the Older Americans Act, because they cannot afford to pay for and/or do not wish to contribute to the service.

The OAA **does not** allow transportation services to be offered to:

- A spouse or family member who is under sixty (60) years of age,
- An individual with disabilities who is under sixty (60) years of age and lives with an older individual, or
- An individual who is a paid caregiver assisting an older individual.

The OAA does allow individuals who are under sixty (60) years of age to financially contribute to transportation services, or the service contractor may use funds from other funding sources.

Documentation

A unit of service is a one-way trip provided to an eligible person from one location to another. Contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. Contractor must use only the reporting and documentation forms provided by the Area Agency.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Transportation clients. Participant forms **must be updated and submitted by the Contractor to the AAA annually upon reassessment for existing participants**.

Form/Document	**Contractor**	**Participant**
Frequency of Submission	**Monthly or as required for new and renewing clients**	**Annually for existing clients**
Client Checklist	✓	✓
Client Intake	✓	✓
Client Request for Services	✓	✓
Participant Rights and Responsibilities	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Service Delivery Log	✓	
Client Grievance and Participant Participation Policy	✓	✓

Grievance Policy and Participant Contribution Policy should be posted in the vehicle and provided to the client during the Intake and Assessment process.

Service Delivery

Transportation services must be designed by transit contractors in accordance with the Americans with Disability Act of 1990. Transportation services must be provided to and from activities only as specified by the AAA.

Eligible trips include trips for medical purposes, for essential shopping, and to the senior center. Title III funds must not be used to cover the costs of trips for recreational purposes outside the county where nutrition and in-home services are provided. Allowable trips, in order of priority, are as follows:

- Medical Trips - any related trip including to doctor's office, dental appointments, hospitals, health clinics, ophthalmic visits, pharmacy, or any other essential medical purposes.
- Essential Shopping - includes grocery shopping, bill payment, public benefit offices, post office, employment, beauty and barbershops.
- Senior Center - trips to participate in services in a senior center including meals, nutrition education programs, physical fitness programs, health screening, volunteer opportunities, and recreational activities in the center.

Accident Reporting

The transit contractor must call the AAA the day of the accident and complete and file a HHSC accident report with the AAA and HHSC.

Training

Transit contractors must provide transit staff and volunteers with training in the areas of:

- Scheduling and dispatching
- Defensive driving
- Passenger handling and assistance
- First aid, and
- CPR training

Transit contractors must provide new staff and volunteers with training within the 1st six months of employment. Existing staff must provide training annually.

3.5. Service Reimbursement, Program Match Requirements, Program Income and Post Award Meeting

Service Reimbursement

H-GAC agrees to make payment to Contractors in the amounts, and upon the terms and provisions, set forth their contract. Contractors agree to accept such payments as full compensation for services performed hereunder.

H-GAC will pay Contractors on a unit rate reimbursement basis for services rendered. Contractors agree to deliver specific services on an "at-risk" basis. Adjustments will be considered only in instances where a service provider suffers operating losses due to events over which they have no control, or reasonably could not have anticipated OR in instances where a service provider experiences significant excess revenues over operational costs due to unanticipated and/or unbudgeted additional resources or reductions in expenses due to a change in costs resources or reductions in expenses due to a change in cost allocation methodology. "At-risk" unit rates will not be adjusted to offset poor management planning. Any adjustment to an "at-risk" unit rate will be judged on its own merits.

Unit rates established by H-GAC will not exceed rates or rate limitations established by Texas Health and Human Services Commission in its rules and regulations.

Program Match Requirements

Contractors may use their allocation of Title III B and/or Title C funds to pay no more than 90 percent of the costs of providing services. At least ten (10) percent of the costs must be provided by the Contractor, for each service. Contractors may provide more than a 10% match (over match) if they desire. This non-federal share must be a cash match. If enough cash is not available to meet the minimum ten (10) percent match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.

Program match consists of two components local cash and in-kind.

- **Cash Match –** Cash match is funding the Contractor typically receives from local funding sources and not federal or state funds. Examples of cash match are funds received from the United Way, county and city government, churches, foundations, bequests, donations, and fundraisers. Cash match must be reported to the Area Agency on Aging.
- **In-Kind Resource Match** – In-kind resources are commonly valuable space, vehicles, or volunteer hours donated. Contractors may use in-kind resources in-lieu of cash, if securing cash funds is not possible. Contractor must provide documentation showing that the cash match cannot be secured, and in-kind resources must be used. Contractor must provide documentation demonstrating how the in-kind resources value was determined.

Program Income

Program Income is a donation from program participants who received services. Contributions are used to increase services in the program area where they are donated. Contributions should be collected by Contractors. Contractors should provide participants an opportunity to contribute. Participant contributions are voluntary and are not a condition to receive services. Participants should not feel coerced to contribute.

Post Award Meeting

H-GAC reserves the right to require the awarded respondent attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded respondent and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.

Galveston County Parks & Cultural Services

Houston-Galveston Area Council

Fiscal Year 2026

Budget Summary

October 1, 2025- September 30, 2026

Service Description	Unit Rate	Approved Units	OAA Funds	Matching Funds	Program Income	Total Funding
Transportation-Demand/Response						
Title III B Transportation	$ 8.90	14,586	$ 129,816			$ 129,816
Local Match	$ -			$ -		-
Cash Match	$ 8.90	5,734		51,033		51,033
In-Kind Match						-
Subtotal		**20,320**	**$ 129,816**	**$ 51,033**		**$ 180,849**
Program Income	$ 8.90	20			$ 178	$ 178
Transportation Total		**20,340**	**$ 129,816**	**$ 51,033**	**$ 178**	**$ 181,027**
Congregate Meals						
Title III Congregate Meals	$ 6.50	31,955	$ 207,706			$ 207,706
Local Match	$ 0.64			$ 20,451		20,451
Cash Match	$ 7.14	34,645		247,365		247,365
In-Kind Match						-
Subtotal		**66,600**	**$ 207,706**	**$ 267,816**		**$ 475,522**
Program Income	$ 7.14	400			$ 2,856	$ 2,856
Title III C1 Total		**67,000**	**$ 207,706**	**$ 267,816**	**$ 2,856**	**$ 478,378**
Cash Match	$ 7.14	-		-		-
C1 Grand Total		**67,000**	**$ 207,706**	**$ 267,816**	**$ 2,856**	**$ 478,378**
Home Delivered Meals						
Title III Home Delivered Meals						
SGR HDM						
Local Match						
Cash Match						
In-Kind Match						
Subtotal						
Program Income						
Title III C2 Total						
Cash Match						
HDM Grand Total						
Title III Funds			**$ 337,522**			**$ 337,522**
Cash Match				**$ 318,849**		**$ 318,849**
In-Kind Match				**$ -**		**$ -**
Program Income					**$ 3,034**	**$ 3,034**
GRAND TOTAL			**$ 337,522**	**$ 318,849**	**$ 3,034**	**$ 659,405**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

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

26-40-1208-A
Mosquito Control Department- Request transfer within Mosquito Control from Budgeted Reserves to Various Spend Categories to fund personnel adjustments

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/24/25 1:55 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 12/08/2025 : BAT-0000419

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000419
Amendment Date	12/08/2025
Description	26-40-1208-A; Request transfer within Mosquito Control from Budgeted Reserves to Various Spend Categories to fund personnel adjustments.
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)	5154000:Deferred Compensation Plan	172111 Fleet Management	1101 General Fund		Alternate Plan AUL			$0.00	$3,396.00		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	172111 Fleet Management	1101 General Fund		Worker's Compensation			$0.00	$258.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	172111 Fleet Management	1101 General Fund		Pension			$0.00	$5,137.00		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	172111 Fleet Management	1101 General Fund		Medicare FICA payments			$0.00	$628.00		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	172111 Fleet Management	1101 General Fund		County Paid Health Insurance Premiums			$0.00	$8,183.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	172111 Fleet Management	1101 General Fund		Salaries and Wages			$0.00	$43,273.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$60,924.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	2410 Mosquito Control District Fund		Budgeted Reserves			$0.00	$67,484.00		

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	411100 Mosquito Control District	2410 Mosquito Control District Fund		Unemployment Compensation			$55.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	411100 Mosquito Control District	2410 Mosquito Control District Fund		Alternate Plan AUL			$3,821.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	411100 Mosquito Control District	2410 Mosquito Control District Fund		Worker's Compensation			$258.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	411100 Mosquito Control District	2410 Mosquito Control District Fund		Pension			$5,780.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	411100 Mosquito Control District	2410 Mosquito Control District Fund		Medicare FICA payments			$706.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	411100 Mosquito Control District	2410 Mosquito Control District Fund		County Paid Health Insurance Premiums			$8,183.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	411100 Mosquito Control District	2410 Mosquito Control District Fund		Salaries and Wages			$48,681.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	172111 Fleet Management	1101 General Fund		Unemployment Compensation			$0.00	$49.00		

Mosquito Control Personnel Breakdown.pdf

File Name Mosquito Control Personnel Breakdown.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 11/20/2025 08:29:03 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	11/20/2025 08:29:07 AM	11/21/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	11/20/2025 08:33:29 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		11/21/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	11/20/2025 11:07:34 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	11/20/2025 12:38:18 PM	11/22/2025	Elizabeth Bryant (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	11/21/2025 01:26:03 PM	11/22/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/23/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department Name:	Fund Cost Center:
Fleet Management	1101172111

Current Position Title	PSN	Current Salary	Requested Position Title	New Salary	Change in Salary	Comment
Mechanic II (G-113)	1721110003	$50,452.00	-	$0.00	-$50,452.00	Deletion
		$ 50,452.00		$ -	$ (50,452.00)	

Start Date	11/24/2025
End of Fiscal Year	9/30/2026
Net Work Days	223

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	(43,273.00)
County Paid Health Ins Premium	5151000	(8,183.00)
Medicare FICA Payments	5152102	(628.00)
TCDRS	5153000	(5,137.00)
Worker's Compensation	5156000	(258.00)
Alternate Plan	5154000	(3,396.00)
Unemployment	5155000	(49.00)
	FY 2026 Fiscal Impact	(60,924.00)

FY 2027 Fiscal Impact
(71,028.00)

Department Name:	Fund Cost Center:
Mosquito Control District	2410411100

Current Position Title	PSN	Current Salary	Requested Position Title	New Salary	Change in Salary	Comment
-	TBD	$0.00	Shop Foreman (G-117)	$56,758.00	$56,758.00	Creation
		$ -		$ 56,758.00	$ 56,758.00	

Start Date	11/24/2025
End of Fiscal Year	9/30/2026
Net Work Days	223

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	48,681.00
County Paid Health Ins Premium	5151000	8,183.00
Medicare FICA Payments	5152102	706.00
TCDRS	5153000	5,780.00
Worker's Compensation	5156000	258.00
Alternate Plan	5154000	3,821.00
Unemployment	5155000	55.00
	FY 2026 Fiscal Impact	67,484.00

FY 2027 Fiscal Impact
78,676.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

26-41-1208-B
Professional Services- Consideration of approval to utilize grant-match discretionary funds for the Bayshore Park Boat Ramp

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/26/25 12:58 pm

CONTRACT AWARD

CONTRACT FOR: BAYSHORE PARK BOAT RAMP

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: CM222336

Bid No: RFP 25-054

Contractor: Brizo Construction, LLC

Invitation to Bid, General Provisions, Special Provisions, Bid Forms, Non-Collusion Affidavit, Vendor Qualification Packet, Debarment Form, Special Provisions for Construction, Bid Proposal, Affidavit and Surety Forms, Wage Rates, Specifications and Plans attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 80 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of Three hundred thirty-seven thousand two hundred ten Dollars and 00/100 ($ 337,210.00), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on September 15th, 2025.

EXECUTED this 10th day of November, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST: _____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brine Construction LLC

BY: _____
Signature - Title

Thomas W. Sheppard
Printed Name



COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

Bayshore Park Boat Ramp
RFP 25-054

October 14th, 2025

GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

RFP 25-054

BAYSHORE PARK BOAT RAMP

BID DUE DATE: 06/26/2025

2:00 PM CST

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

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Contract Award

Affidavit and Surety Forms

Prevailing Wage Rate

Specifications

Plans

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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

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

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

Bayshore Park Boat Ramp
5437 FM 646
Bacliff, TX 77518

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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

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

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

1. RFP PACKAGE

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

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

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

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

2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

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

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

3. TIME FOR RECEIVING PROPOSALS

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

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

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

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

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

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

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

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

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

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

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

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

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

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

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

5. PROPOSAL OPENING

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

6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE

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

7. COMMISSIONERS' COURT

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

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

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

8. REJECTION OF PROPOSALS / DISQUALIFICATION

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

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

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

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

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

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

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11. EXCEPTIONS TO PROPOSAL CONDITIONS

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

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

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

12. AWARDED PRICES

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

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

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

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

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

13. PROCUREMENT CARD (P-CARD) PROGRAM

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

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14. PASS THROUGH COST ADJUSTMENTS

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

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

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

15. MODIFICATION OF PROPOSALS

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

16. PRE-PROPOSAL CONFERENCE

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

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17. SIGNATURE OF PROPOSALS

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

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. DISPUTE AFTER AWARD / PROTEST

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

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

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

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

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

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

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

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

22. RESULTANT CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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23. CONTRACT TERM

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

24. COLLATERAL CONTRACT

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

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

25. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

26. TERMINATION FOR CONVENIENCE

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

27. FORCE MAJEURE

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

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

28. ESTIMATED QUANTITIES

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

29. CONTRACTOR INVESTIGATION

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

30. NO COMMITMENT BY COUNTY OF GALVESTON

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

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31. PROPOSAL COSTS BORNE BY PROPOSER

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

32. BEST AND FINAL OFFERS (BAFO)

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

33. SINGLE PROPOSAL RESPONSE

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

34. CHANGES IN SPECIFICATIONS

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

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

35. PROPOSAL IDEAS AND CONCEPTS

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

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36. PROPOSAL DISCLOSURES

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

37. INDEMNIFICATION

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

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

38. REQUIREMENT OF AND PROOF OF INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39. PROPOSAL GUARANTEE

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

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

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

40. PERFORMANCE AND PAYMENT BONDS (if required)

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

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

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

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

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

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

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

41. PATENT AND COPYRIGHT PROTECTION

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

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

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

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

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

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

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

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

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

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

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

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

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

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

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

43. DISCLOSURE OF INTERESTED PARTIES / FORM 1295

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Information regarding the SAM is available at:

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

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

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

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

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

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

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

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

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

46. VERIFICATION NOT TO BOYCOTT ISRAEL

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

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

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

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

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

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

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

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

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

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

47. SOVEREIGN IMMUNITY

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

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48. CONTROLLING LAW AND VENUE

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

49. MERGERS, ACQUISITIONS

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

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

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

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

50. DELAYS

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

51. ACCURACY OF DATA

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

52. SUBCONTRACTING/ASSIGNMENT

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

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53. INDEPENDENT CONTRACTOR

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

54. MONITORING PERFORMANCE

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

55. SUBJECT TO APPROPRIATION OF FUNDS

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

56. CONTRACTS SUBJECT TO GRANT FUNDING

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

57. PROCUREMENT ETHICS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

58. NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **the Proposer shall complete and submit Standard Form LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.**

c. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into a contract with Proposer and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

60. NON-DISCRIMINATION

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

genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

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

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

b. Drug Free Work Place Act: Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

d. OSHA Regulations: Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and Use of E-Verify: Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. State and Federal Law Compliance: Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. RECORD RETENTION AND RIGHT TO AUDIT

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector

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General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-compliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

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(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;

(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)
The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(3) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of

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alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(6) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of
alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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(9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.

(10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

(12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

(14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)
To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .

2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date

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the employment was terminated: and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

    c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

    d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

    e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available

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to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17 Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized

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to provide services under the Contract. were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21 IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY

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RIGHTS AND/OR OTHER INTANGIBLE PROPERTY. PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and

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(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate

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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, Proposer certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the request for Proposal and that all such persons are current in child support payments.

66. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

67. LABOR STANDARDS

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

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When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);

  (2) Formal (sealed Proposals, proposals); and

  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from $150,000 to $250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 20313

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2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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(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

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Proposals or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of Proposals or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating Proposals or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential Proposers from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

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2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed Proposals (formal advertising). Proposals are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible Proposer whose bid, conforming with all the material terms and conditions of the Request for Proposals, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible Proposers are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful Proposer can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the Proposer to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible Proposer. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

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(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low Proposer under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

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For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each Proposer equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Proposer will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with

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the Davis-Bacon Act (40 U.S.C. 3141-3144. and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

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connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

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Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

69. PROCUREMENT LAWS

a. Proposer shall comply with all applicable local, State, and Federal laws, rules, and regulations.

b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

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

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(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:

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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

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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.

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(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) **Debarment and Suspension (Executive Orders 12549 and12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(c) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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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.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

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(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post

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all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic

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Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)
Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))
Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.
For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))
Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where

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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)

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Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of $2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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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

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Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce. Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred. disqualified. or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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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

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contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

   i Recruitment, advertising, and job application procedures.

   ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

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iii Rates of pay or any other form of compensation and changes in compensation.

iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v Leaves of absence, sick leave, or any other leave.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii Activities sponsored by the contractor including social or recreational programs.

ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also

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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.

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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.

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FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)
Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)
Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Proposer.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any

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location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)
Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST
Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records

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administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)
Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

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All contractor-subcontractor shall keep, or cause to be kept. an accurate record showing the names of all workers. also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)
Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Proposer certifies that it:

   i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
   ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
   iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Proposer unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

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f. Notice. Proposer shall provide written notice to the Contracting Officer if, at any time before the contract award, Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Proposer (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of

its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including

vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities

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receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT
Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

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72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6,2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.),

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including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS
The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES
Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES
Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

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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.

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(2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

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I. BRIDGE CONSTRUCTION/REHABILITATION
Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS
Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL
Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS
Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES
Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE:

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For single-family non-rental housing assistance provided by Subrecipient. Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum[1] three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum[2] five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")
An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

(1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE
The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or

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more units. a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT
Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))
Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

75. LEAD AND ASBESTOS
If this request for Proposal involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL
Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

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77. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

79. ACKNOWLEDGMENT OF GOVERNMENT RECORD

Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Proposer acknowledges, by its submission in this request for Proposals, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

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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 (Proposer shall provide its notice information with its Proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

End of General Provisions

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

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

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

A. PURPOSE

The County of Galveston is seeking a contractor to remove and reconstruct the boat ramp at the location listed below:

Bayshore Park Boat Ramp
5437 FM 646
Bacliff, TX 77518

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

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

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

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

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

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C. PROCUREMENT TIMELINE

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

Advertise Solicitation (first date of publication)	Thursday, May 22, 2025
Advertise Solicitation (second date of publication)	Thursday, May 29, 2025
Non-Mandatory Pre-Proposal Conference & Onsite Visit	**Wednesday, June 04, 2025 at 10 AM CST**
Deadline for Questions & Inquiries	**Wednesday, June 11, 2025, by 5:00 PM CST**
Submission Deadline / RFP Opening	**Thursday, June 26, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, June 26, 2025, 2:00 PM CST. bid opening virtually by using the following link:

Join from the meeting link
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m6b39b1d1de287f67b959592089d8b59b

Join by meeting number
Meeting number (access code): 2496 435 0921
Meeting password: 25-054 (250054 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24964350921## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24964350921@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE & ON-SITE VISIT

A Non-Mandatory Pre-Proposal Conference and On-Site Visit will be held on **Wednesday, June 04, 2025, at 10 AM CST**. It will be located at:

Bacliff Boat Ramp
5437 FM 646
Bacliff, TX 77518

Attendance by interested partiers is highly encouraged to gain a thorough understanding of the project scope.

E. SUBMISSION INSTRUCTIONS:

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" (see instructions below) proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/**

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Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY
IF "WALKING IN" Submittals, One (1) unbound original proposal, five (5) proposal copies, must be submitted no later than **2:00 PM CST,** on **Thursday, June 26, 2025:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

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

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

F. PROPOSAL SURETY
A 5% surety/bond ***is a requirement*** of this solicitation.

G. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are requirements*** of this solicitation.

H. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process ***is applicable*** to this solicitation.

I. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are requirements*** for this solicitation.
Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).**

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J. PERSONNEL TO CONTACT

Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Respondents must e-mail their requests (with the subject line "**Bayshore Park Boat Ramp – RFP #25-054– Questions**") for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at **http://www.galvestoncountytx.gov/county-offices/purchasing**

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or insufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

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K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Elizabeth Thomas
Grant Administrator
722 Moody, 3rd Floor
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

L. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and five (5) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

M. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided, however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.
Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full-time, part-time, and emergency employees employed by the Contractor.

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Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

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

N. SCOPE OF WORK

The project scope consists of providing material, labor, and equipment including, but not limited to the following:

- Removal, staging, transporting, and legal disposal of sediment from the area immediately in front of the boat ramp;
- Construction, maintenance, and removal of the required cofferdam/dewatering system;
- Removal and legal disposal of existing boat ramp elements;
- Excavation for the new boat ramp;
- Construction of a new cast-in-place boat ramp including ancillary components as indicated on the drawings;
- Final site cleanup and restoration of any areas disturbed by the project construction.

O. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

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P. EVALUATION AND SELECTION PROCESS

An evaluation committee shall review and evaluate the responses timely submitted to the County Purchasing Agent resulting from this solicitation effort. Responses shall be reviewed by the evaluation committee and shall be evaluated in accordance with the evaluation criteria listed herein. The evaluation committee will determine which responses are qualified based on the criteria listed below. The evaluation committee shall evaluate and score each response. The points from each scoring category will be comprised of the following:

The selection process will be based on the responses to this Request for Proposal and possibly any interviews required to verify the ability of the proposer to provide the requested services:

- **METHOLOGY – 35%**

The following shall apply to this section:

  - Ability of the Contractor to provide the most advantageous methodology, solution, services, and delivery as requested herein
  - The ability of the Proposer to satisfy the detailed requirement outlined in this RFP
  - The ability of the Proposer to satisfy the construction objectives outlined in this RFP
  - Completeness of work plan and ability to meet the goal substantially completing the requested project within the requested or reasonably stated time frame.

- **COST – 35%**

  The Proposer shall provide pricing information relative to providing the proposed solution/system, services, and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and on-going cost to the County.

- **REFERENCES, QUALIFICATIONS, PAST PERFORMANCE, AND EXPERIENCE – 15%**

  The Proposer shall provide references and information describing the make-up and experience of the company personnel providing the construction services.

- **SAFETY PLAN/ SAFETY RECORD/ EMR – 15%**

  The Proposer shall include company adopted documentation outlining the procedures, rules, and regulations that are or will be put in place to protect workers over the construction project. The Proposer shall submit information regarding their EMR (experience modification rate) as it applies to this request.

End of Special Provisions

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Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: Brizo Construction, LLC

ADDRESS: 9100 Canniff Str Houston, TX 77017

FEIN (TAX ID): 82-2408708

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	Confirmed (X):
1. Required Documents Checklist (this page)	X
2. Addenda Acknowledgement (if any)	#1 X #2 #3 #4
3. "Walked In" Submittals: One (1) original, five (5) copies of submittal; Bonfire: One (1) submittal	X
4. ATTACHMENT A - Vendor Qualification Packet	X
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	X
6. ATTACHMENT C - Certification Regarding Lobbying Form	X
7. ATTACHMENT D - Non-Collusion Affidavit	X
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	X
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	X
8. ATTACHMENT G - Information for Notice	X
10. ATTACHMENT H - References	X
11. Bid Proposal	X

Person to contact regarding this qualification: Glenn Dunlap

Title: Sr. PM/Estimator Phone: 870-636-0034 Fax:

E-mail address: glenn.dunlap@brizoconstruction.com

Name of person authorized to bind the firm: Thomas Sheppard

Signature: Date: 6/26/25

Title: Vice President Phone: 409-284-1039 Fax:

E-mail address: tom.sheppard@brizoconstruction.com



ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

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

(2)"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

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

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies o services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: 6/26/25

Business Name of Contractor: Brizo Construction, LLC

Company Address: 9100 Canniff Str Houston, TX 77017

County of Contractor: Harris

Name of Individual: Thomas Sheppard

Signature of Individual:



ATTACHMENT E
Prohibition on Contracts with Companies Boycotting Israel

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

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

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

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

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

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

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

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

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

Individual by oath swears that the following statements are factual and true:
1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: 6/26/25

Business Name of Contractor: Brizo Construction, LLC

Company Address: 9100 Canniff Str Houston, TX 77017

County of Contractor: Harris

Individual: Thomas Sheppard

Signature of Individual:

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
RFP 25-054 BAYSHORE PARK BOAT RAMP

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Organization/Corporation: Brizo Construction, LLC

Address: 9100 Canniff Street

City: Houston State: Texas Zip Code: 77017

Signature of Authorized Signatory for Proposer:  Date Signed: 6/26/25

Title of Authorized Signatory of Proposer: Vice President

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Thomas Sheppard (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the Vice President (Individual, Partner, Corporate Officer) of Brizo Construction, LLC (Name of Qualifier), that submitted the attached Qualification in **RFP 25-054 BAYSHORE PARK BOAT RAMP**

- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;

- The attached Qualification is genuine and is not a collusive or sham Qualification;

- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;

- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;

- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;

- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;

- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and

- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Thomas Sheppard
Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this 10th day of June, 2025.

Alicia Farringer
Notary Public

My Commission Expires: 05/19/2027

ALICIA FARRINGER
Notary Public, State of Texas
Comm. Expires 05-19-2027
Notary ID 129618733

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification. Debarment and Suspension

Solicitation Number: **RFP 25-054**

Solicitation Title: **BAYSHORE PARK BOAT RAMP**

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Brizo Construction, LLC	6/26/25
Name of Business	Date
By: _____	Thomas Sheppard, Vice President
Signature	Printed Name & Title

SAM.GOV

BRIZO CONSTRUCTION LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
T9FDJHHPJKV8	**80BN5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 3, 2026**	
Physical Address	Mailing Address	
9100 Canniff ST **Houston, Texas 77017-6522** **United States**	**9100 Canniff ST STE 100** **Houston, Texas 77017-6522** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 29	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 7, 2025	**Apr 3, 2025**	**Dec 1, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Aug 4, 2017	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**80BN5**

Points of Contact

Electronic Business

Julie Pitre, Senior Accountant

9100 Canniff Street
Houston, Texas 77017
United States

Government Business

Julie Pitre, Senior Accountant

9100 Canniff Street
Houston, Texas 77017
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236115**	**New Single-Family Housing Construction (Except For-Sale Builders)**
	236116	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236117	**New Housing For-Sale Builders**
	236118	**Residential Remodelers**
	237310	**Highway, Street, And Bridge Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	238110	**Poured Concrete Foundation And Structure Contractors**
	238130	**Framing Contractors**
	238140	**Masonry Contractors**
	238150	**Glass And Glazing Contractors**
	238160	**Roofing Contractors**
	238170	**Siding Contractors**
	238310	**Drywall And Insulation Contractors**
	238910	**Site Preparation Contractors**
	238990	**All Other Specialty Trade Contractors**

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$450,000,000.00**
Construction Per Contract	**$50,000,000.00**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID: **Request for Person-Entity Identification Data**

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1. **Business Name:** Brizo Construction, LLC
   Attention Line: Glenn Dunlap
2. **Physical Address:** 9100 Canniff Street
   City: Houston **State:** TX **Zip+4:** 77017
3. **Billing / Remit Address:** 9100 Canniff Street
   City: Houston **State:** TX **Zip+4** 77017
4. **Main Contact Person:** Glenn Dunlap
   Main Phone Number: 409-316-4764
   Fax Number:
   E-mail Address: glenn.dunlap@brizoconstruction.com

Areas below are for County use only.

Requested By: **Phone / Ext. #**
Department: **Date:**

Action Requested - Check One:
( ) Add New
( ) Inactivate
( ) Landlord
( ) OneTime

IFAS PEID Vendor Number:
( ) Change Data
( ) Employee
( ) Foster Parent
( ) Foster Child

( ) Re-activate
( ) Attorney
( ) Refund

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Brizo Construction, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

9100 Canniff Street

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77017

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	4	0	8	7	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Cy Lee **Date** 10/3/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

Brizo Construction, LLC
Has no relationship with local governmental entity.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 6/26/25

Signature of vendor doing business with the governmental entity — Date

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: RFP 25-054

Solicitation Title: BAYSHORE PARK BOAT RAMP

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: Glenn Dunlap

   Address: 9100 Canniff Str Houston, TX 77017

   Telephone Number: 870-636-0034 Facsimile number:

2. If a copy of notice is requested, please complete below:

   Name: n/a

   Address:

   Telephone Number: Facsimile number:

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."

ATTACHMENT H
REFERENCES

Solicitation Number: RFP 25-054

Solicitation Title: BAYSHORE PARK BOAT RAMP

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: Freese & Nichols (EOR for Mequite Point Boat Ramp)

Name of Person: Carl Sepulveda

Title of Individual within Organization, if applicable:

Business address: 10497 Town & Country Way Suite 500 Houston TX 77024

Telephone Number: 346-610-8495 Facsimile number:

2. Business Name of Organization: HNTB (EOR Rollover Fishing Pier)

Name of Person: Jarrod Choate

Title of Individual within Organization, if applicable:

Business address: 200 W 6th Str Ste 2400 Austin, TX 78701

Telephone Number: 512-987-8256 Facsimile number:

3. Business Name of Organization: TXDOT (Area Engineer for SH87 Stone Protection Project)

Name of Person: David Lazaro

Title of Individual within Organization, if applicable: Area Engineer

Business address: 5407 Gulf Fwy La Marque Texas 77568

Telephone Number: 409-978-2500 Facsimile number:

SPECIAL PROVISIONS FOR CONSTRUCTION

1. **Contract and Contract Documents**

The Plans, Specifications and Addenda, General Provisions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. **Definitions**

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner, and Brizo Construction, LLC hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

(c) The term "Contract Documents" means and shall include the following: Invitation to Bid, Signed Copy of Bid, General Conditions, Special Provisions For Construction, Acknowledgement and Certification Regarding Debarment, Non-Collusion Affidavit, Vendor Qualification Packet, Payment and Performance Bonds, Contract Award, Addenda (if any), Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

(d) The term "Substantially Complete" shall mean that the work is fully completed with the exception of minor miscellaneous work and adjustments.

3. **Supervision By Contractor**

(a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

(b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. **Subcontracts**

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

(b) No proposed subcontractor shall be disapproved by the county except for cause.

(c) The Contractor shall be as fully responsible to the county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

(e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Parks Director for her approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) Five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Parks Director.

2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(b) Final Payment

1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases

or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the Owner under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form:

1) A detailed description of the change in the work.

2) The Contractor's proposal (if any) or a confirmed copy thereof.

3) A definite statement as to the resulting change in the contract price and/or time.

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Estimated Quantities

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

9. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

(d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

10. Time

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award. The time for completion will begin to run on the day after the issuance of a notice to proceed by the County. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site.

11. Termination, Delays, and Liquidated Damages

(a) Right of the Owner to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(b) Liquidated Damages for Delays.

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum of $1,000.00 for each calendar day of delay, until the work is completed, as liquidated damages for such delay. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(c) Excusable Delays.

1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

a. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

b. Any acts of the Owner;

c. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

2) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

12. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

13. Disputes

(a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

(b) The Contractor shall submit in detail his claim and his proof thereof.

(c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

14. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings, or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

15. Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

(c) If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the owner not involving a change in contract price or time; the engineer may approve

the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

16. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

17. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner may deem incompetent, or careless, or insubordinate.

18. Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Owner, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Owner will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Owner will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Owner;

2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

4) The Owner will pay all other expenses.

19. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

(c) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on

any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(d) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(e) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

20. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

(d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

(e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

21. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

(d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

22. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

23. Use of Premises

(a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

24. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

25. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and

workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

(d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

26. Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

27. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

28. Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

29. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

30. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

31. Job Offices

(a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

(b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the contract.

32. Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

(c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

33. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 80 calendar days thereafter.

34. Keeping Of Plans And Specifications Accessible

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times.

35. Utilities

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

36. Parking

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

37. Fire And Safety

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

38. Contractor's Buildings

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the County shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the County.

39. Worksite Security

Contractor shall maintain the security of the worksite.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.
Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

40. Final Grading

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

41. Changes And Alterations

Contractor further agrees that County may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK". In case the County shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

42. Extra Work

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the County to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the County when presented with a Written Work Order signed by the County. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum: or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance. The County may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of

Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to maintain and operate same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the County. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the County for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the County insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

43. Salvage

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the County. All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations.

44. Compliance With Codes

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work.

45. Laws And Ordinances

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

46. Permits And Licenses

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

47. Lines And Grades

The Owner will furnish points for horizontal and vertical control. Any additional stakes required by the Contractor shall be set at his expense. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Owner ample notice of the time and place where control lines and bench marks will be needed. All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc. shall be replaced by the Owner at the Contractor's expense.

48. Excess, Waste Material And Debris

All excess material, waste material and debris shall become the property of the Contractor and shall be

properly disposed of off-site. No separate payment shall be made for same.

49. Material Hauling

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways. Hauling of equipment is also restricted to State Highways.

50. Abatement And Mitigation Of Excessive Or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted
to remain off the equipment while the equipment is in use.

51. Working Hours

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M. and 6:00 A.M. of the following day.

52. Pipeline, Utility Locations And Contractor Responsibility

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work. Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor. However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid. The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary. However, additional time will be considered for the contract period.

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

53. Incidentals

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

54. Flagmen

During certain phases of construction flagmen will be required to direct and control traffic. This work will not be paid for directly, but shall be considered incidental the various bid items and no separate payment shall be made for same.

55. Field Office

For this project the Contractor will not have to provide a field office.

56. Wage Rates:

The attached schedule of wages per hour for this Contract follows.

BID PROPOSAL
BAYSHORE PARK BOAT RAMP

BID ITEMS

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1	010260	MOBILIZATION (5%)	LS	1	sixteen thousand DOLLARS AND no CENTS	$16,000.00	$16,000.00
2	022000	DEMOLITION	LS	1	forty four thousand DOLLARS AND no CENTS	$44,000.00	$44,000.00
3	022000	SEDIMENT REMOVAL	CY	267	one hundred thirty DOLLARS AND no CENTS	$130.00	$34,710.00
4	028900	COFFERDAM SYSTEM	LS	1	one hundred forty thousand DOLLARS AND no CENTS	$140,000.00	$140,000.00
5	033110	BOAT RAMP 10" CONCRETE SLAB AND 6" CONCRETE SEAL SLAB	SY	123	seven hundred DOLLARS AND no CENTS	$700.00	$86,100.00
6	023780	CONCRETE RIP RAP	SY	20	five hundred twenty DOLLARS AND no CENTS	$520.00	$10,400.00
7	DRAWINGS	SWPPP	LS	1	six thousand DOLLARS AND no CENTS	$6,000.00	$6,000.00
						TOTAL - BID	$337,210.00

BID PROPOSAL

BAYSHORE PARK BOAT RAMP

This Proposal consists of a Bid. For a bid to be considered responsive all sections must be completed.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Brizo Construction, LLC

9100 Canniff Street
Houston, TX 77017

OWNER:
(Name, legal status and address)
Galveston County
722 Moody Street (21st Street), FL 5
Galveston, TX 77550

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ Five Percent Of The Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
RFP 25-054 - BAYSHORE PARK BOAT RAMP

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of June, 2025

(Witness)

Brizo Construction, LLC
(Principal) *(Seal)*

(Title)

(Witness) Holli Orr, Surety Witness

Berkley Insurance Company
(Surety) *(Seal)*

(Title) Alyson Carmichael, Attorney-In-Fact

S-0054/AS 8/10

No. BI-10271i-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***John Anthony Martinez; Paul Messenger; Michael Marino; or Alyson Carmichael of American Global, LLC of The Woodlands, TX*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26th day of June, 2025.

_____
Vincent P. Forte

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

BRIZO CONSTRUCTION METHOLOGY

Brizo Construction has the ability to mobilize immediately to this project and provide the labor and equipment to quickly construct the Bayshore Park Boat Ramp.

1. The work area will be fenced off with orange construction fencing
2. Truck mats will be utilized for all tracked equipment to protect the existing pavement.
3. The Aqua Barrier cofferdam will be installed using the taller barrier in case there has been any erosion of the sounding areas since the survey data that is shown on the plans. Then the work area will be dewatered.
4. A sump hole will be dug so that any water that seeps into the work zone can be pumped out.
5. The concrete slabs will be broken up in place, loaded up and hauled off.
6. The the area will be graded and will install the 6" seal slab immediately following the grading. PVC weep holes will be installed into the seal slab to prevent the water from pushing up the seal slab during construction. Also during the seal slab pour the rebar support bars detailed in the plans will be installed.
7. For the construction of the boat ramp slab caution will be use so that there is no damage to the adjacent fishing pier.
8. If permitted by the Engineer the toe walls will be excavated, formed, rebar installed and poured first. If not allowed to do this then temporary sheets/forms will be installed ho hold up the outside edge of the toe walls.
9. Next the eight Helical piles will be installed by Brizo crews.
10. Rebar will be installed and tied along with setting the perimeter forms.
11. If the existing edge of concrete is damaged or not straight Brizo will sawcut the edge to allow the new concrete to match the existing.
12. The entire boat ramp slab will be poured at once utilizing a pump truck to place the concrete. The slump of the concrete will be as low as the pump truck will allow so that fresh concrete doesn't migrate to the bottom of the ramp. If at any time it appear that the concrete is migrating to the bottom of the ramp the pour will be slowed up or stopped. If stopped an expansion joint as detailed in plans will be installed. Concrete wash out bins will be utilized for the concrete truck wash out.
13. The fresh concrete will be grooved with a tool fabricated by Brizo to meet the dimensions of the grooving shown in the plans.
14. After the concrete has reached strength the forms will be removed and the edges backfilled. The rock rip will be placed alongside the bottom of the ramp.
15. Then the temporary cofferdam will be removed and the dredging will commence.
16. Excavated dirt will be hauled with rubber tire equipment to the dewatering area shown on the plans after erosion control measures have been installed, silt fence along the sides in the grass and erosion control logs onto of the pavement.

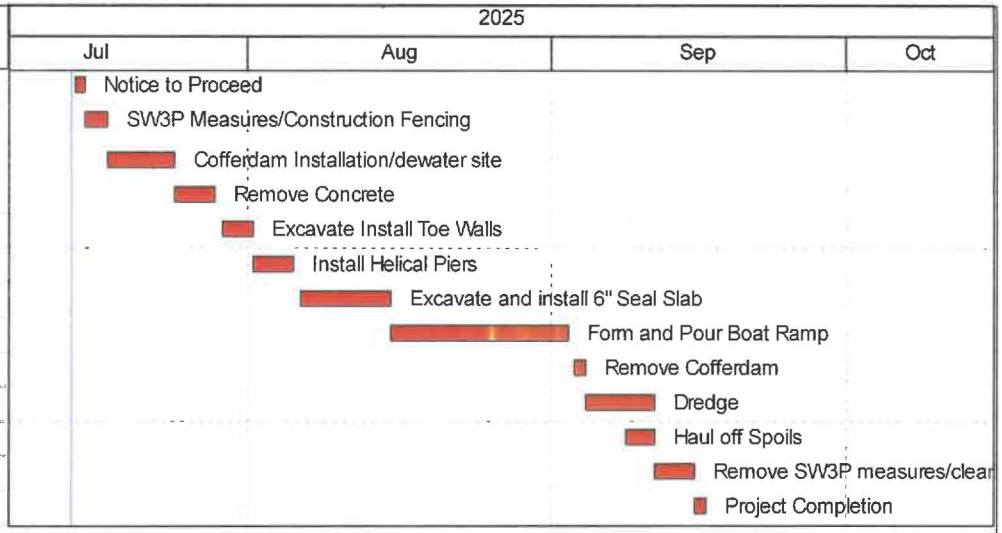
BRIZO CONSTRUCTION
METHOLOGY

17. After the dredging and the County has accepted the ramp it will be immediately opened to the public.
18. After the excavated material has dried up it will be loaded up and hauled to a disposal site. A front end loader will be utilized to load out the material to reduce the damage to the existing pavement.
19. The disposal area will be washed down and swept up then the temporary erosion contols removed.

Attached is a schedule showing the proposed time line for the project.

Attached is the resume of Missy Porazzo. Missy will be the Project Manager for this project.

Activity ID	Activity Name	Orig Dur	Start	Finish
A1000	Notice to Proceed	1	07/14/25	07/15/25
A1010	SW3P Measures/Construction Fencing	2	07/15/25	07/17/25
A1020	Cofferdam Installation/dewater site	3	07/17/25	07/24/25
A1030	Remove Concrete	2	07/24/25	07/28/25
A1040	Excavate Install Toe Walls	2	07/29/25	08/01/25
A1045	Install Helical Piers	2	08/01/25	08/05/25
A1050	Excavate and install 6" Seal Slab	6	08/06/25	08/15/25
A1060	Form and Pour Boat Ramp	10	08/15/25	09/02/25
A1070	Remove Cofferdam	1	09/03/25	09/04/25
A1080	Dredge	4	09/04/25	09/11/25
A1090	Haul off Spoils	2	09/08/25	09/11/25
A1100	Remove SW3P measures/cleanup Proje	2	09/11/25	09/15/25
A1110	Project Completion	1	09/15/25	09/16/25



Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary

BRIZO CONSTRUCTION
WWW.BRIZOCONSTRUCTION.COM

Galveston County Bayshore Park Boat Ramp
Data Date: 07/14/25
Print Date: 06/26/25
Layout: FM1960 Phase
Filter: TASK filter: All Activities

BRIZO CONSTRUCTION

MISSY PORAZZO

Project Engineer

EDUCATION

UNIVERSITY OF KANSAS
SCHOOL OF ARCHITECTURE AND URBAN DESIGN

MASTERS OF ARCHITECTURE

CERTIFICATIONS/TRAINING

OSHA 30 Hour

SKILLS

HCSS Estimating

AutoCad, SketchUp, Revit.

Trimble E-Builder

Project Primavera P6 Schedule

VALUE ADDED EXPERIENCE

Experience working on Design-Build Projects from both spectrums, as part of both the Engineering and Contractors sides.

Experience in Bridge Construction.

Experience in Civil Construction.

Experience in Marine Construction.

Experience Collaborating with Project Owner, Engineers of Record, Landowners, Consultants and Subcontractors in the performance of a project.

Experience overseeing construction projects, ensuring budget, schedule, and quality standards are met.

Experience working to identify and mitigate potential risks, to the project.

Experience in Preconstruction and Early Procurement stages.

Experience delivering BIM models to ensure project schedule, compliance and requirements.

PROFESSIONAL EXPERIENCE

JB James Construction, Project Manager
March 2017 – May 2024

Oversaw and manage the execution of construction projects, ensuring they are delivered within budget, on schedule, and meeting quality standards. Coordinate with superintendents, foreman, subcontractors, owners, and other stakeholders to ensure seamless project execution. Selected projects below:

- I-49 S: Ambassador Caffery Parkway / US 90 Interchange- Broussard, LA – ($136.5 million total, Bridges $59.8 million) Bridge Project Manager- Construction of dual – 976' long, 38' wide skewed frontage road bridges over highway and BNSF Railroad and 1722' long, 125' wide mainline bridge over intersection.
- I-12 LA 21 to US 190- Covington, LA – ($59.1 million) Construction of 3.7 miles of highway widening on I-12. Phased widening of existing 1411' bridge, under traffic and over navigable river. Bridge consisted of 54" round 136' long concrete piles driven from trestle and barge.
- Hwy 425 – Hamburg, Arkansas – ($26.7 million) Construct 5.27 miles of highway widening with multiple pipe/box culvert extensions and/or new construction.
- I-10 Cable Barrier Jefferson Davis & Calcasieu Parish's, LA – ($7.3 million) Construction of 26.2 miles of TL-4 Cable Barrier system.
- I-10 Frontage Road Phase 1 – Sulphur, LA – ($10.8 million) Construction of 1.32 miles of Frontage Road, triple 9'x9' box culvert extensions, triple 54"-barrel extensions through SRA canal, drainage, waterline, sewer lift station and intersection improvements.
- LA 82 near Esther, LA – ($3.8 million) Construction of two temporary detour bridges with detour roadway and two permanent bridges

James Construction Group, Deputy Construction Manager
March 2015 – March 207

Oversaw engineering and construction of Design-Build project. Coordinated with multiple Engineers in multiple disciplines to design and deliver a highway interchange within budget, on schedule and meeting quality standards.

- I-49 Albertsons to Ambassador Caffery Design-Build (57.1 million) Construction of 1.3 miles of Interstate and Frontage roads. Including a 3 phase – 976' long, 125' wide skewed mainline road bridge over highway and BNSF Railroad and 467' long, 125' wide mainline bridge over intersection.

Fenstermaker & Associates, LLC, Project Utility Coordinator/Construction management
November 2012 – March 2015

- I-49 South- Albertson Parkway Design-Build – Broussard, LA – ($57.1 million) Project Utilities Coordinator in charge of the abandonment, addition and/or relocation of utility lines in conflict with the proposed site work
- Managed Inspection and construction management for various project on behalf of the local entities as the City/Town engineers.

BRIZO CONSTRUCTION
SIMILAR PROJECTS

Mesquite Point Boat Ramp - Jefferson County, Texas

Brizo has completed the construction of the Mesquite Point Boat Ramp located in the Walter Umphrey Park south of Port Arthur Texas. The project value was $1.6 million and the work consisted of a cofferdam, boat ramp slab with walls and dredging directly in front of the boat ramp structure.





BRIZO CONSTRUCTION
SIMILAR PROJECTS

Rollover Fishing Pier Construction Manager at-Risk (CMAR) - Texas General Land Office

Just prior to the successful completion of the Rollover Pass Closure Project on the Bolivar Peninsula, Brizo was awarded with a CMAR contract by the Texas GLO for a recreational pier to be constructed within the newly developed area. The contract amount for this project is over $31 million.

Construction is currently ongoing.



Rollover Fishing Pier Construction Progress

BRIZO CONSTRUCTION
SIMILAR PROJECTS

TXDOT Galveston Co. SH87, CSJ 0367-02-082

Brizo has completed a $10 million project for the TXDOT installing a 7.5 foot thick layer of 30" rock riprap along SH 87 between High Island and Gilchrest Texas.





BRIZO CONSTRUCTION
SAFETY INFORMATION

Our Commitment to Safety

The Brizo team is committed to the safety of all personnel involved during the Bayshore Park Boat RampProject. Team philosophy will stress that safety is everyone's responsibility, and everyone should monitor for, report and correct unsafe conditions and acts before they develop into accidents. In addition to preventing injuries, a safety program stressing total project involvement will increase our project design, construction, and maintenance operations productivities, resulting in a positive impact on safely completing the project in the least amount of time.

The owner of our company, Cody Lee, is a safety professional himself with a Bachelor's of Science in Safety Engineering and Environmental Science. Consequently, safety stands as one of the cornerstones of our organization, and it is noteworthy that since its inception, no fatalities or major injuries have occurred at any of our project sites.

Brizo Construction maintains a safety program that follows all rules and regulations governing Occupational Safety and Health Standards, as published by OSHA. **We affirm that Brizo, our subcontractors and other affiliates shall continue to follow the guidance provided by OSHA for all operations and work that may be performed as requested in this Solicitation.**

Brizo Construction Safety Program

Brizo Construction maintains a safety program that follows all rules and regulations governing Occupational Safety and Health Standards, as published by OSHA. Our Health, Safety, and Environmental (HSE) Manager, Justin Barham, will be responsible for managing the Project's safety program. Mr. Barham will be responsible for setting up, monitoring, and maintaining our project Health and Safety Program. The projects with which he has been affiliated have consistently ranked as high-performers in terms of incident and accident prevention. Justin shall ensure that a comprehensive Safety and Health orientation will be conducted for all Brizo employees, subcontractors, inspectors, and prior to start of construction operations.

SAFETY PROJECT ORIENTATION

- Initial construction safety awareness and procedures.
- Work Zone safety and housekeeping.
- Hazardous material awareness.
- Safe & proper use of equipment/hand tools.
- Proper usage of PPE.
- How to read a JHA.
- Environmental Permit Requirements.
- Security Considerations.
- Historical Preservation Requirements.

Brizo will ensure that all staff performing work on the contract have the required OSHA training certifications as required in this solicitation. Our safety program is monitored frequently and updated when needed to ensure best practices are followed to work in a safe environment. We perform and document daily safety meetings and provide quarterly training on all our projects. Prior to commencement of work, we will provide the GLO with a project specific safety plan for performing work on all contract related job orders.

Given the sensitive coastal area, Brizo understands the requirement for special work procedures during the undertaking of this Project. Mr. Barham is prepared to implement additional training to all work-site personnel on these procedures.

TEXAS FIRST INSURANCE

January 02, 2025

RE: Workers' Compensation Experience Modifier
Brizo Construction, LLC

To Whom It May Concern:

Please be advised the following experience modifier applies to Brizo Construction, LLC:

2024-2025	(1.06)
2023-2024	(1.47)
2022-2023	(0.87)

If you need any further information, please let me know.

Sincerely,

JD Weinel

JD Weinel, TIIA, CISR
Commercial Account Manager
Phone : 409-934-8032
Fax : 409-935-1883
jd.weinel@texasfirst.insurance

CONTRACT AWARD

CONTRACT FOR: BAYSHORE PARK BOAT RAMP

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No: CM222336

Bid No: RFP 25-054

Contractor: Brizo Construction, LLC

Invitation to Bid, General Provisions, Special Provisions, Bid Forms, Non-Collusion Affidavit, Vendor Qualification Packet, Debarment Form, Special Provisions for Construction, Bid Proposal, Affidavit and Surety Forms, Wage Rates, Specifications and Plans attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within 80 Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of Three hundred thirty-seven thousand two hundred ten Dollars and 00/100 ($337,210.00), payments to be made as described herein.

Performance Bond required: (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on September 15th, 2025.

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC.

BY: Thomas W. Sheppard Vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC.

BY: Thos W. Sheppard vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC.

BY: Thos W. Sheppard vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

EXECUTED this _____ day of _____, 20___.

COUNTY OF GALVESTON, TEXAS

BY: _____
MARK HENRY, County Judge

ATTEST:

_____
DWIGHT SULLIVAN, County Clerk

CONTRACTOR

Brizo Construction LLC

BY: Thos W. Sheppard Vice-President
Signature - Title

Thomas W. Sheppard
Printed Name

AIA® Document A312™ – 2010

Bond# 0270927

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Brizo Construction, LLC

9100 Canniff Street
Houston, TX 77017

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER:
(Name, legal status and address)
Galveston County
722 Moody Street (21st Street), FL 5
Galveston, TX 77550

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)

Description:
(Name and location)
Contract No. CM222336: RFP 25-054 - BAYSHORE PARK BOAT RAMP

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)

Modifications to this Bond: [✓] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Brizo Construction, LLC

Signature: Thomas W. Stumpf
Name and Title: Thomas W. Stumpf, V.P. President

SURETY
Company: *(Corporate Seal)*
Berkley Insurance Company

Signature: Andrea E. Gorbert
Name Andrea E. Gorbert
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
American Global LLC
10001 Woodloch Forest Dr., Suite 250
The Woodlands, TX 77380

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document A312™ – 2010

Bond# 0270927

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Brizo Construction, LLC

9100 Canniff Street

Houston, TX 77017

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER:
(Name, legal status and address)
Galveston County
722 Moody Street (21st Street), FL 5
Galveston, TX 77550

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)
Description:
(Name and location)
Contract No. CM222336: RFP 25-054 - BAYSHORE PARK BOAT RAMP

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Three Hundred Thirty-seven Thousand Two Hundred Ten & 00/100 ($337,210.00)

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Brizo Construction, LLC

Signature: _____
Name and Title: Thomas W. Sloan III, VICE President

SURETY
Company: *(Corporate Seal)*
Berkley Insurance Company

Signature: Andrea E. Gorbert
Name Andrea E. Gorbert
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
American Global LLC
10001 Woodloch Forest Dr., Suite 250
The Woodlands, TX 77380

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

No. BI-10139g

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Kevin T. Walsh, Jr.; Michael A. Marino; or Andrea E. Gorbert of American Global, LLC of Jericho, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Philip S. Welt, Executive Vice President & Secretary
Jeffrey M. Hafter, Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____, _____.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

BERKLEY SURETY GROUP

Please send all notices of claim on this bond to:

Berkley Surety Group
(866) 768-3534 or BSGClaim@BerkleySurety.com

412 Mount Kemble Avenue, Suite 310N
Morristown, NJ 07960
Attn: Surety Claims Department

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your agent or Berkley Surety Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

"General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	· Executive Order 14026 generally applies to the contract. · The contractor must pay all covered workers at least $17.75 per hour (or

	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· Executive Order 13658 generally applies to the contract. · The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00

Concrete Saw Operator.....$ 21.57 0.00

Crane Operator, Hydraulic 80
tons or less.....$ 24.75 0.00

Crane Operator, Lattice Boom
80 Tons or Less.....$ 25.74 0.00

Crane Operator, Lattice Boom
Over 80 Tons.....$ 23.85 0.00

Crawler Tractor Operator.....$ 20.33 0.00

Electrician.....$ 31.46 0.00

Excavator Operator, 50,000
pounds or less.....$ 21.53 0.00

Excavator Operator, Over
50,000 pounds.....$ 22.24 0.00

Flagger.....$ 16.63 ** 0.00

Form Builder/Setter,
Structures.....$ 19.93 0.00

Form Setter, Paving & Curb.....$ 19.32 0.00

Foundation Drill Operator,

Crawler Mounted.....$ 22.25 0.00

Foundation Drill Operator,

Truck Mounted.....$ 26.04 0.00

Front End Loader Operator, 3

CY or Less.....$ 19.72 0.00

Front End Loader Operator,

Over 3 CY.....$ 20.34 0.00

Laborer, Common.....$ 17.12 ** 0.00

Laborer, Utility.....$ 19.11 0.00

Loader/Backhoe Operator.....$ 21.37 0.00

Mechanic.....$ 23.38 0.00

Milling Machine Operator.....$ 21.65 0.00

Motor Grader Operator, Fine

Grade.....$ 23.91 0.00

Motor Grader Operator, Rough.....$ 21.20 0.00

Off Road Hauler.....$ 17.12 ** 0.00

Painter, Structures.....$ 26.40 0.00

Pavement Marking Machine

Operator.....$ 17.12 ** 0.00

Piledriver.....$ 21.48 0.00

Pipelayer.....$ 20.03 0.00

Reinforcing Steel Worker.....$ 22.34 0.00

Roller Operator, Asphalt.....$ 19.79 0.00

Roller Operator, Other.....$ 18.93 0.00

Servicer.....$ 20.33 0.00

Spreader Box Operator.....$ 17.84 0.00

Structural Steel Worker.....$ 22.64 0.00

Truck Driver Lowboy Float.....$ 25.94 0.00

Truck Driver, Single Axle.....$ 21.93 0.00

Truck Driver, Single or

Tandem Axle Dump Truck.....$ 18.60 0.00

Truck Driver, Tandem Axle

Tractor with Semi Trailer.....$ 20.17 0.00

Welder.....$ 20.97 0.00

Work Zone Barricade Servicer.....$ 17.37 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

GALVESTON COUNTY

BAYSHORE PARK BOAT RAMP

TECHNICAL SPECIFICATIONS



May 15, 2025

Huitt-Zollars Inc.
Firm Registration No. F-761

Huitt-Zollars, Inc.
TBPE Firm Registration #F-761
10350 Richmond Avenue, Suite 300
Houston, Texas 77042
291-496-0066
HZ Project No. R308586.01

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*** See Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges; adopted by the Texas Department Of Transportation, November 2014**

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SECTION 010100

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of demolishing the existing Bayshore Park Boat Ramp; constructing a new concrete pavement boat ramp as shown in the plans at Bayshore Park in Galveston County.

B. The Owner for the Project is Galveston County, 722 Moody Avenue, Galveston, Texas 77550. Phone Number is 409-934-8101.

C. Contract Documents were prepared for the Project by the Engineer, Huitt-Zollars, Inc., 10350 Richmond Avenue, Suite 300, Houston, Texas 77042-4248.

1.3 WORK SEQUENCE

A. Contractor shall secure all applicable permits at no cost to the Owner. This project is located within the boundaries of the Bayshore Park, 2700 E Bayshore Dr., Dickinson, Texas and is within the jurisdiction of Galveston County, Texas.

B. Contractor shall notify Owner at 409-934-8101 at least 48 hours prior to any construction commencing.

C. Contact Huitt-Zollars, Inc. at 281-496-0066 at least 48 hours prior to construction.

D. All construction activities shall be coordinated with the Owner.

1.4 CONTRACTOR USE OF PREMISES

A. General: Contractor shall be responsible for application, payment, and receipt of all permits required to conduct activities involved with the project.

B. Use of the Site: Contractor shall confine construction operations to areas within contract limits indicated or as coordinated with the Owner. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner accessibility and maintain traffic as required by the sequence of construction. Keep driveways, entrances and streets near the project area clear and available to traffic at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

2. Contractor shall provide temporary construction fencing around the construction site. Contractor shall be fully responsible for security at the site.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010100

SECTION 010260

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 MEASUREMENT AND PAYMENT

A. It is intent of the Contract that the aggregate amount of unit prices times units of work actually installed shall cover all work required by the Contract Documents, in place, complete, and ready for use.

B. Prices in the Contract Documents include all compensation for full completion of all work items in place, and include providing all labor, materials, tools, equipment, services, supplies, incidentals, and all necessary operations.

C. Work to protect items to remain by installation of temporary construction; including posting of warning signs, placement of protective fencing, barriers, barricades and covers, and restoration of damaged items to remain; will be considered incidental to the various pay items and no separate payment for this work will be made.

D. Work necessary to haul materials from original positions to points of disposition, including excavation of earth materials and utilization in construction or other disposition, will be considered incidental to the various pay items and no separate payment for this work will be made.

E. Work necessary to provide proper drainage during construction; including maintaining sections, existing ditches, channels, culverts, and sewers and including temporary construction and maintenance of ditches and drainage ways, will be considered incidental to the various pay items and no separate payment for this work will be made.

F. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to prices named in the Contract Documents.

G. Work not specifically set forth in the Contract Documents as pay items shall be considered subsidiary obligations of Contractor and costs shall be included in prices named in the Contract Documents.

H. Method of measurement and basis of payment for unit price work items shall be as stipulated in following paragraphs.

1.2 CONSTRUCTION FACILITIES

A. Mobilization costs shall not exceed 5% of the contract bid amount. Seventy percent (70%) of the mobilization bid amount will be paid upon issuance of the notice to proceed for the contract. The balance of mobilization shall be paid 30 days after the notice to proceed.

B. Site Preparation and Demolition of Existing Facilities:

1. Site preparation shall be paid per one lump sum for the project. Partial payment shall be made as follows: Seventy (70%) percent of lump sum for completion of site preparation activities excluding cleaning, and contract closeout. The remaining thirty (30%) percent of lump sum shall be paid upon completion of demobilization, cleaning of site, and contract closeout activities.

2. Site preparation includes providing labor, materials, tools, equipment and operations necessary to complete work identified below.

3. Site preparation work includes:
   a. Providing, installing and maintaining of, and other Storm Water Pollution Control Measures
   b. Demolition and removal of existing boat ramp components.
   c. Removal and disposal of grasses, vegetation, trees, logs, roots, stumps, brush, rocks, rubbish, debris and other objectionable materials.
   d. Protection of existing facilities to include drainage, sanitary sewer, sidewalk areas, and utilities.
   e. Construction surveying
   f. Activities required in Division 1 specification sections
   g. Control of water and dewatering

END OF SECTION 010260

SECTION 010270

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

B. This Section specifies administrative and procedural requirements governing each Application for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

C. Related Sections: The following Sections contain requirements that relate to this Section.

1 Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section 01300 - "Submittals."

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

B. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the last calendar day of the preceding month for each progress payment.

C. Payment-Application Forms: Use forms provided by the Owner for Applications for Payment.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Engineer will return incomplete applications without action.

1. Entries shall match data on the Bid Proposal and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to the Engineer by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Engineer.

F. Certification: Engineer shall field certify the quantities of work completed monthly.

G. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the application.

    a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

H. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Contractor's Construction Schedule (one for each bridge).
4. Schedule of principal products.
5. Schedule of unit prices.
6. Submittal Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
11. Initial progress report.
12. Report of preconstruction meeting.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Initial settlement survey and damage report, if required.

I. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
2. Administrative actions and submittals that shall precede or coincide with this application include:

    a. Warranties (guarantees) and maintenance agreements.
    b. Startup performance reports.
    c. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    d. Final cleaning.

e. Application for reduction of retainage and consent of surety.
f. Advice on shifting insurance coverages.
g. Final progress photographs.
h. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010270

SECTION 010350

MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01300 - "Submittals" for requirements for the Contractor's Construction Schedule.
2. Division 1 Section 01027 - "Applications for Payment" for administrative procedures governing Applications for Payment.

1.3 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal requests issued by the Engineer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Within 20 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Engineer for the Owner's approval.

a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Engineer.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

C. Proposal Request Form: Use forms provided by the Owner for Change Order Proposals.

1.4 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Owner may issue a Construction Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.5 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Proposal Request, the Engineer will issue a Change Order for signatures of the Owner and the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 010350

SECTION 010400

COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Cleaning and protection.

1.3 COORDINATION

A. Contact the following at least 48 hours prior to construction:

1. Owner: 281-634-5550.
2. Engineer: 281-496-0066.

B. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation.

C. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1 Preparation of schedules.

2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

E. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1 4 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Section 01300 - "Submittals".

B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses, telephone numbers (home and work), pager numbers, and mobile numbers, as applicable.

1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 010400

SECTION 010450

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for cutting and patching.

1.3 SUBMITTALS

A. Cutting and Patching Proposal: Contractor shall submit a proposal describing procedures well in advance of the time cutting and patching will be performed. Request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform Work.
4. Indicate dates when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
7. Approval by the Owner to proceed with cutting and patching does not waive the Owner's right to later require complete removal and replacement of unsatisfactory work.

1.4 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

1 Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

B. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.

1. Comply with requirements of applicable Specification Sections where cutting and patching requires excavating and backfilling.
2. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 010450

SECTION 013000

SUBMITTALS

PART 1 - GENERAL

1.1 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Complete all submittals within 15 days after the Notice to Proceed date.

2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

4. Coordinate all submittals requiring finish and/or color selections so that they are submitted close together and early. The Owner cannot make color/finish selections until all selection samples are provided for proper color/finish coordination. All color/finish selections will be made at the same time on a single list of selections and/or color board.

   a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

5. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

   a. Allow 2 weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals or if several large submittals are submitted at or close to the same time.
   b. If an intermediate submittal is necessary, process the same as the initial submittal.
   c. Allow 2 weeks for reprocessing each submittal.
   d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
   e. The Contractor may indicate on his transmittal any preferred sequence of review or if a later submittal should supersede an earlier submittal.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1 Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. The Engineer will return submittals without review if the Contractor has not previously reviewed the submittal and included his review stamp and comments.

3. When a submitting entity requests specific information on the submittal concerning site and project conditions, or field measurements, the Contractor shall provide that information prior to submitting to the Engineer. If it pertains to information, such as field dimensions, which are not available at the time of the submittal, the added information must be copied to the Engineer when available.

4. Include the following information on the label for processing and recording action taken.

   a. Project name.
   b. Date.
   c. Name, address and telephone/fax number of the Engineer.
   d. Name, address and telephone/fax number of the Contractor.
   e. Name address and telephone/fax number of the subcontractor.
   f. Name, address and telephone/fax number of the supplier
   g. Name of the manufacturer.
   h. Submittal identification number.
   i. Number and title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.

C Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. Identify submittal by I.D. number and specification section number and name. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

2. Note on the transmittal and specifically flag on drawings or data sheets any proposed substitution to manufacturers or products listed in the contract documents.

3. Transmittal Form: Use a form which includes the same data and information.

1.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 14 days after the Notice to Proceed date.

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
2. Within each time bar, indicate estimated completion percentage. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
7. Incorporate into the time base an allowance for normal or average rainfall for each month if the activity would be affected by rainfall.

B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.

C. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.

D. Distribution: Following response to the submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1 When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.3 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Contractor shall submit the schedule to the Engineer within 21 calendar days of the Notice to Proceed date.

1. Coordinate Submittal Schedule with the List of Subcontracts and the Contractor's Construction Schedule.
2. Prepare the schedule in chronological order. Provide the following information:

a. Submittal identification number.
b. Scheduled date for the first submittal.
c. Related Section number.
d. Submittal category (Shop Drawings, Product Data, or Samples).
e. Name of the subcontractor.
f. Description of the part of the Work covered.

3. Allow time for resubmittals and reviews.

B Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after substantial impact revisions have been recognized or made. Issue the updated schedule within 3 days following a revision.

1.4 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents or listed acceptable manufacturers/products. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches .
7. Submittal: Submit one correctable, translucent, reproducible print and three blue- or black-line prints for the Engineer's review. The Engineer will return the reproducible print.
8. Do not use Shop Drawings without Engineer's review stamp indicating "No Exceptions Taken" or "Make Corrections Noted".

C. Distribution: Furnish one set of prints of final submittal to Owner, installer, subcontractor, supplier, manufacturer, fabricator, and others required for performance of construction activities. Show distribution on transmittal forms. Retain one copy for each Operations and Maintenance Manual where required. Include Engineer Review Stamp and any comment made.

1. Do not proceed with installation until a set of prints is in the Installer's possession.

2. Do not permit use of unmarked prints of Shop Drawings in connection with construction.

1.5 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color samples, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

a. Manufacturer's printed recommendations.
b. Compliance with contract documents.
c. Compliance with trade association standards.
d. Compliance with recognized testing agency standards.
e. Application of testing agency labels and seals.
f. Notation of dimensions verified or to be verified by field measurement.
g. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed by Contractor.

3. Failure to mark applicable information as noted above, will be cause for rejection. Only marked items will be considered and reviewed.

B. Submittals: Contractor shall submit 4 copies of each required submittal. The Engineer will retain three and will return one copy marked with action taken and corrections or modifications required.

1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal, if properly marked.

C. Distribution: Furnish one photocopy of final submittal to Owner, installer, subcontractor, supplier, manufacturer, fabricator, and others required for performance of construction activities. Show distribution on transmittal forms.
Copy only the applicable pages. Retain one copy for each Operations and Maintenance Manual where required. Include Engineer Review Stamp and any comment made.

1. Do not proceed with installation until a copy of Product Data is in the Installer's possession.

2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.6 SAMPLES

A. Submit actual, fully fabricated Samples cured and finished as specified and physically identical with the brick pavers and other material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern. Printed color representations will not be acceptable.

1. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.

a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

2. Submittals: Submit one set. The Engineer will return a copy of the Contractor's transmittal marked with the action taken. In the case of color selections, Engineer will issue a list of colors and finishes selected from all of the samples.

a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

1.7 ENGINEER'S ACTION

A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return it to the Contractor.

1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:

1. If returned "Contractor Has Not Approved", Contractor shall review the submittal, mark or make notation as applicable, affix the Contractor's review stamp, sign and date the stamp and then resubmit.

2. If returned "No Exceptions Taken", Contractor shall distribute copies as required for Final Submittal and proceed with the work.

3. If returned "Make Corrections Noted", Contractor shall distribute copies as required for Final Submittal and proceed with the work based upon the noted corrections or comments.

4. If returned "Revise and Resubmit", Contractor shall have the submittal corrected according to the marks and comments and then resubmit in the same manner as the initial submittal, following Contractor's review. Add "(R-1)" to the submittal identification number for the first resubmittal, "(R-2)" for the second resubmittal, etc.

5. If returned "Rejected", Contractor shall resubmit after making adjustments or changes, responding to the reason for the rejection.

C. Final Submittal:

1. Final Submittal will be returned "No Exceptions Taken" or "Make Corrections Noted". Contractor may proceed with the work (based on noted corrections or comments, if provided) and distribute prints of the reproducibles submittal as follows:

   a. Distribute one set of prints to each entity that will be affected by the submittal data or must coordinate with that submitting entity.
   b. Retain one set of prints where required for each Operations and Maintenance Manual.
   c. Retain one set of prints as a "Record Document".
   d. Retain construction and record sets as required for Contractor's use.
   e. Return the reproducible to the entity which prepared the submittal. Engineer will forward one copy to the Owner.
   f. Do not use, or allow others to use, submittals marked "Contractor has Not Approved", "Revise and Resubmit", or "Rejected" at the Project Site or elsewhere where Work is in progress.

D. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013000

SECTION 014000

QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services.

B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Engineer.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related Sections: The following Sections contain requirements that relate to this Section:

1. Section 01045 - "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
2. Section 01300 - "Submittals" specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

A. Responsibilities: The Owner shall employ and pay a qualified independent testing agency to provide inspections, tests, and other quality-control services.

B. Retesting: The Contractor is responsible for the cost of retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

C. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1 The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

A. The Owner's independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Engineer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Section 01045 - "Cutting and Patching".

B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 014000

SECTION 015000

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.

B. Security and protection facilities include, but are not limited to, the following:

1. Barricades, warning signs, and lights.
2. Environmental protection.

1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within 15 days of the Notice to Proceed date, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.
6. Texas Manual of Uniform Traffic Control Devices.

B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Engineer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.

B. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.

C. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

1. Provide separate facilities for male and female personnel.

D Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.

1. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

E. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

3.3 SUPPORT FACILITIES INSTALLATION

A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion.

B. Temporary Signs: Prepare and install signs to provide directional information to the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

C. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.

D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Contractor shall remove all waste. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Engineer.

B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Cover all excavations during periods of non-construction.

D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

C. Termination and Removal: Unless the Engineer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 015000

SECTION 015010

TRENCH EXCAVATION SAFETY SYSTEMS

PART 1 - GENERAL

A. American Society for Testing and Materials (ASTM):
A 307, Carbon Steel Bolts and Studs 60,000 psi Tensile Strength
A 328, Steel Sheet Piling
A 36, Structural Steel
A 572, High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality
A 588, High-Strength Low-Alloy Structural Steel with 50 ksi (345 MPa) Minimum Yield Point to 4-In. (100 mm) Thick
A 690, High-Strength Low-Alloy Steel H-Piles and Sheet Piling for Use in Marine Environments

B. American Welding Society, Inc. (AWS):
D1.1, Structural Welding Code - Steel

C. Code of Federal Regulations (CFR):
29CFR1926, Safety and Health Regulations for Construction; Subpart P-Excavations, Trenching, and Shoring

1.1 DESCRIPTION

A. Trench excavation safety systems shall be employed to accomplish safety from trench collapses where trench excavation is more than 5 ft. in depth and trench material is other than solid rock.

1.2 SUBMITTALS

A. When trench safety system as detailed in Contract Documents is used, submit Certificate of Compliance stating evidence or basis of compliance.

B. When trench safety system other than that detailed in Contract Documents is used:
1. Submit certificate signed and sealed by registered professional engineer licensed in State of Texas.
2. Certificate shall state that system is designed in compliance with Occupational Safety and Health Administration (OSHA) standards and this Section.
3. Submit certificate prior to commencing work.
4. Drawings, and specifications if deemed necessary by registered professional engineer, signed and sealed, as responsible engineer, by registered professional engineer referred to above.
   a. Drawings shall illustrate system and locations where system will be installed.
   b. Submit drawings and specifications for review prior to commencing work.
   c. Review by A-E will be for sole purpose of verifying that required certificate and drawings and specifications have been signed and sealed by registered professional engineer.

C. If portable trench box other than specified is used, submit certification of design by registered professional engineer, licensed in State of Texas, prior to use on project.

D. When trench jacks are used for crossbracing or stringers, provide certification by registered professional engineer that trench jacks provide necessary protection.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Meet requirements of 29CFR1926, OSHA Safety and Health Regulations For Construction, Subpart P-Excavations, Trenching, and Shoring.

B. Supervision: Provide competent supervisory personnel at each trench while work is in progress to ensure that Contractor's means, methods, techniques, sequences, procedures, equipment, and materials pertaining to trench safety systems are sufficient to meet State of Texas' and OSHA Standards and Regulations requirements and to determine which systems shown on Drawings or prepared by Contractor's registered professional engineer should be used for site soil conditions including any ground water.

PART 2 - PRODUCTS

2.1 STEEL

A. Sheet Piling:
1. ASTM A 328.
2. ASTM A 572, Grade 50.
3. ASTM A 690.

B. Stringers and Crossbracing: ASTM A 588.

C. Portable Trench Boxes:
1. ASTM A 36.
2. Acceptable product: "LHD Series Trench Box", Griswold Machine and Engineering, Inc., M-60 East, Union City, Michigan (800-248-2054).

D. Connecting Bolts: ASTM A 307.

E. Welds: AWS D1.1.

PART 3 - EXECUTION

3.1 INSPECTION

A. Make daily, periodic, or full time inspections as necessary to ensure that trench excavation safety systems meet requirements.

B. If evidence of possible cave-ins or slides is apparent, cease work in trench until necessary precautions have been taken to safeguard personnel entering trench.

C. Maintain records of inspections.

D. Observations or inspections by Owner or A-E are for benefit of Owner only and are not to be relied upon for purposes of construction operations.

3.2 CONSTRUCTION

A. Construct, install, and maintain trench excavation safety system in accordance with Contract Documents or design prepared by Contractor's registered professional engineer.

B. Portable Trench Boxes:
1. In cases where top of portable trench box will be below top of trench, trench sides above top of trench box shall be sloped outward at angle of repose of material being excavated.
2. Portable trench box shall be operated on bottom of trench at all times.

C. Sloping is prohibited in areas where sloped trench will affect integrity of existing structures.

3.3 MAINTENANCE

A. Maintain trench safety system in safe working condition.

B. Take necessary precautions to ensure that trench safety system is not damaged during use.

C. If trench safety system is damaged during use, remove personnel from trench or excavated area immediately and repair trench safety system.

D. Take necessary precautions to ensure that no loads, except those included in trench safety system design, are imposed on excavation.

3.4 REMOVAL

A. Bed and backfill pipe or box culvert to be installed in trench to point at least 1 ft. above top of pipe or box culvert prior to removal of any portion of trench safety system.

B. Bedding and Backfill: As specified or as shown on Drawings.

C. Backfilling and removal of trench supports shall progress together from bottom of trench upwards.

D. Do not remove braces or trench supports or trench safety system until all personnel have evacuated trench.

E. Backfill trench to within 5 ft. of natural ground prior to removal of entire trench safety system.

F. None of trench safety system shall remain in place after backfilling.

END OF SECTION 015010

SECTION 016000

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

    a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
    b. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Contractor shall prepare a list showing products specified in tabular form acceptable to the Engineer. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.
2. Form: Prepare product list with information on each item tabulated under the following column headings:

    a. Related Specification Section number.

b. Generic name used in Contract Documents.
c. Proprietary name, model number, and similar designations.
d. Manufacturer's name and address.
e. Supplier's name and address.
f. Installer's name and address.
g. Projected delivery date or time span of delivery period.

3. Initial Submittal: Within 15 days after Notice to Proceed date, submit 3 copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
4. Completed List: Within 45 days after Notice to Proceed date, submit 3 copies of the completed product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
5. Engineer's Action: The Engineer will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.

B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:

1. No available domestic product complies with the Contract Documents.
2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

a. Name of product and manufacturer.
b. Model and serial number.

c. Capacity.
d. Speed.
e. Ratings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
2. Semiproprietary Specification Requirements: Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.

a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions of Section 01631 - "Substitutions" to obtain approval for use of an unnamed product.

4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

    a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.

6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.

    a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.

8. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures ..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Per manufacturer's requirements, anchor each product securely in place, accurately located and aligned with other Work.

    1 Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 016000

SECTION 016310

SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUBMITTALS

A. Substitution Request Submittal: The Engineer will consider requests for substitution if received within 10 days after Notice to Proceed. Requests received more than 10 days after commencement of the Work will be rejected.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for normal submittals, except accompanied by a written request for substitution.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution.
b. A detailed comparison of specified and other significant qualities of the proposed substitution with those of the Work and products or products of manufacturers specified. Significant qualities may include elements, such as performance, weight, size, durability, visual effect, test results, warranty, and suitability. Where there are differences, data must show how the substituted product is either equivalent to or better than those listed in the specifications.
c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
d. Samples, where applicable or requested.
e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
f. Cost information, including a proposal of the net change, if any in the Contract Sum.
g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated, or clearly state differences and show how the substitution is equivalent or better.
h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If one or more of the following conditions are not satisfied, the Engineer will return the requests without action except to record noncompliance with these requirements.

1. Revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.

4. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
6. The specified product or method of construction cannot meet the requirements of a governing authority, and the requested substitution can.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute acceptance of the Product, Method, or process.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 016310

SECTION 017000

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all other Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Inspection procedures.
2. Project record document submittal.
3. Operation and maintenance manual submittal.
4. Submittal of warranties.
5. Final cleaning.

B. Closeout requirements for specific construction activities are also included in the appropriate Sections in Divisions 2 and 3.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.

   a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
   b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items.
7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Engineer will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Engineer's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
3. Note related record drawing information and Product Data.
4. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
3. Upon completion of markup, submit complete set of record Product Data to the Engineer for the Owner's records.

E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Engineer for the Owner's records.

F Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
2. Copies of warranties.
3. Inspection procedures.
4. Shop Drawings and Product Data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Identification systems.
7. Control sequences.
8. Hazards.
9. Cleaning.
10. Warranties and bonds.
11. Maintenance agreements and similar continuing commitments.

3.2 FINAL CLEANING

A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Section 01500 - "Construction Facilities and Temporary Controls".

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.

a. Remove labels that are not permanent labels.
b. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore surfaces to their original condition.
c. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

END OF SECTION 017000

SECTION 017400

WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01300 - "Submittals" specifies procedures for submitting warranties.
2. Division 1 Section 01700 - "Contract Closeout" specifies contract closeout procedures.
3. Divisions 2 through 3 Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents.

The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.

C. Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.

1. Refer to Divisions 2 through 3 Sections for specific content requirements and particular requirements for submitting special warranties.

D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

E. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017400

SECTION 021000

SITE CLEARING

PART 1 - GENERAL

1.1 RELATED SECTIONS

A. Section 02200: Earthwork

1.2 SUMMARY

A. This Section includes the following:

1. Removing above- and below-grade items.

1.3 PROJECT CONDITIONS

A. Traffic: Conduct site-clearing operations to ensure minimum interference with traffic, adjacent roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

1. Restore damaged improvements to their original condition, as acceptable to property owners.

1 4 EXISTING SERVICES

A. General: Indicated locations are approximate; determine exact locations before commencing Work.

B. Arrange and pay for disconnecting, removing, capping, and plugging utility services if necessary. Notify affected utility companies in advance and obtain approval before starting this Work.

C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

A. General: Remove grass and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove items elsewhere on site or premises as specifically indicated.

3.2 FILLING AND ROUGH GRADING

A. Depressions and areas below grade in site area shall be filled to original rough grade elevations.

B. Fill to rough grade elevations with select fill as defined in Section 02200, when fill obtained from high areas is exhausted.

C. Compact fill to preclude further consolidation.

D. Rough Grading:

1. Site shall be rough-graded to eliminate holes and sharp breaks in grade and to fit into area drainage pattern.
2. Maintain existing system or establish temporary drainage system to prevent flooding, sedimentation, or erosion damage to project site.

3.3 DISPOSAL OF WASTE MATERIALS

A. Burning on Owner's Property: Burning is not permitted on Owner's property.

B. Removal from Owner's Property: Waste materials shall be property of the Contractor and shall be removed from Owner's property. Contractor shall properly and legally dispose of waster materials.

END OF SECTION 021000

SECTION 022000

EARTHWORK

PART 1 - GENERAL

RELATED SECTIONS

A. Section 02100: Site Clearing

B. Section 02243: Lime Stabilized Subgrade.

REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM):
D 1556, Density of Soil in Place by the Sand-Cone Method
D 2922, Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
D 698, Moisture-Density Relations of Soils and Soil- Aggregate Mixtures Using 5.5 lb. (2.49-kg) Rammer and 12 in. (305-mm) Drop

1.1 DEFINITIONS

A. Soil Compaction to Percentage of Maximum Density: 1. Compaction to density not less than stated percentage of oven-dry maximum density at optimum moisture content as determined by standard method of test ASTM D 698 (Method A) shall be abbreviated "percent maximum density ASTM D 698 (Standard Proctor)"

1.2 DESCRIPTION

A. Major Operations:
   1. Complete preparation of rights-of-way and lots, including:
      a. Removal and disposal of vegetation, trash, debris, and deleterious and objectionable materials.
      b. Protection of items to remain.
      c. Removal and disposal of minor structures, clearing and grubbing, and backfilling of depressions.
      d. Stripping and stockpiling of topsoil.
   2. Excavate materials in areas of cut to established lines, grades, cross sections, and slopes and utilize excavated materials and borrow materials of specified characteristics to place fills and to spread on adjacent lots stripped and prepared to receive fill.
   3. Process and compact subgrades including lime and cement subgrade stabilization as required.
   4. Finish subgrades and entire rights-of-way ready for subsequent construction including construction of roadway paving.

1.3 SUBMITTALS

A. Submit to Owner certified copies of laboratory test results made to determine optimum moisture content, plasticity index (P.I.), liquid limit, gradation, and other characteristics of soils necessary for field quality control of subgrade compaction.

1.4 PROTECTION

A. Refer to "Protection" article in General Requirements.

PART 2 - EXECUTION

2.1 CLASSIFICATION OF EXCAVATED MATERIALS

A. Excavated materials will be unclassified.

B. Excavate materials encountered without exception.

C. No separate or extra compensation will be made or any special consideration given based on types of materials encountered.

2.2 BLASTING

A. Use of explosives will not be permitted.

2.3 SITE PREPARATION

A. Earthwork includes clearing and grubbing, removing and disposing of vegetation, debris, rubbish, objectionable materials and minor obstacles to construction within construction areas as work incidental to earthwork.

2.4 STRIPPING

A. Before excavation or placement of embankments or fills, strip surface of topsoil to depths encountered.

B. Stockpile topsoil free of grasses and vegetation at locations as directed.

2.5 EXCAVATION

A. Perform excavation of materials encountered within grading limits of project to lines and grades indicated.

B. No extra payment will be made because of subsurface soil conditions requiring removal of rock, boulders, hard-pan or other classes of excavation; materials encountered shall be excavated as required by construction without claim for extra compensation because of subsurface soil conditions.

C. Transport suitable excavated material to and place in fill areas as required within limits of roadway and freehaul and spread excess excavated materials on adjacent lots at locations selected by the Owner.

D. Excavated materials shall not be treated as excess or waste materials unless specifically designated.

E. Stripped materials containing organic and objectionable materials shall be treated as waste material.

F. Maintain existing sections and ditches to ensure proper drainage.

G. Construct and maintain ditches and channels to avoid damage to sections.

2.6 FILLS

A. Ground Surface Preparation:
1. Remove and dispose of, as waste material, top layer of soil containing roots, grasses, and other vegetable and organic materials.
2. Backfill stump holes or other small excavations with fill material and compact to density of adjacent in situ soils.
3. Scarify roadbed areas to 6 in. depth minimum.
4. Scarify or plow areas outside roadbed areas to depth of 4 in. minimum.
5. Recompact loosened natural ground material with new material.

B. Formation of Embankments and Fills:
1. Construct at locations and to lines and grades, typical sections, detailed sections, and slopes indicated within limits of work.
2. Use earth free from roots or other organic material, trash, frozen material, and rock, stones, or clods of hard earth having maximum dimension greater than 2 in.
3. Utilize materials excavated from within project limits for fill and to construct embankments and fills.
4. Construct in layers approximately parallel to finished grade surface and compact.
5. Construct in successive layers for full width of individual cross section and in lengths as best suited to sprinkling and compaction methods utilized.
6. Form layers by utilizing equipment which will spread material as it is dumped or spread by blading or other acceptable methods from piles or windrows dumped from excavating or hauling equipment in amounts such that material is evenly distributed.
7. Where layers of unlike materials abut each other, mix each material to prevent abrupt changes in soil.
8. No material placed by dumping in a pile or windrow shall be incorporated in a layer in that position, but such piles or windrows shall be moved by blading or similar methods.
9. Break clods or lumps of material and mix material by blading, harrowing, disking or similar methods to obtain material of uniform consistency in each layer.
10. In order to facilitate uniform wetting of material, water may be applied at material source.
11. At cut and fill sections, scarify earth cuts in hill side to subgrade 6 in. depth, mix material, reshape by blading, adjust moisture content of soil, and compact to same density as that required for adjacent embankment.
12. Depth for compaction for each lift shall not exceed loose measurement depth specified in "Compaction".
13. Prior to and in conjunction with compaction operation, bring each layer to moisture content as specified in "Compaction", and keep leveled with suitable equipment to insure uniform compaction over entire layer.
14. In conjunction with formation of embankments and fills, compact fill material as specified in "Compaction".
15. Seal exposed fill surface with smooth roller when rainfall occurs to prevent infiltration of runoff.
16. Grade fill to prevent ponding of runoff.

2.7 SUBGRADE PREPARATION FOR PAVEMENT

A. Subgrade Stabilization Requirements:
   1. Lime stabilize clay subgrade to depth of 6 in.: Refer to Section 02243.

B. Construction Requirements:
   1. Construct subgrade to lines, grades, and typical sections indicated allowing for full thickness of pavement section.

   2. Beneath subgrade lime stabilized depth, compact to 95 percent maximum density, ASTM D698, Standard Proctor.

C. Subgrade Protection:
   1. Keep subgrade shaped and drained during construction.
   2. Maintain ditches and drains along subgrade to drain effectively.
   3. Bring subgrade to grade when ruts of 2 in. or more in depth occur in subgrade, reshape if required, and recompact prior to placing of paving or base.
   4. Storage or stockpiling of materials on subgrade will not be permitted.
   5. Do not place subsequent construction until subgrade has been properly prepared and in no case shall subsequent construction be placed on muddy or soft subgrade.
   6. Should subgrade lose required stability, density, or finish before subbase or base course is placed, recompact and refinish subgrade.
   7. Prevent excessive loss of moisture in subgrade by sprinkling, sealing, or covering with subsequent layer or granular material.
   8. Excessive loss of moisture shall be construed to exist when subgrade soil moisture content is more than two percent below optimum.

2.8 COMPACTION

A. Compact in uniform layers, not exceeding required loose thickness, dry or moisten as necessary to obtain moisture content not more than one percent below or more than two percent above optimum moisture content and compact to density as follows:
   1. Roadways subgrade: not less than 95 percent of Standard Proctor (ASTM D698).
   2. Lot fill: 86 to 92 percent of Standard Proctor (ASTM D698).

B. Each layer shall be uniform as to material, density, and moisture content before compaction.

C. Conduct density tests after each layer has been compacted.

D. If material fails to meet density specified or moisture content is outside required range, rework layer to obtain specified results and alter compaction methods on subsequent work.

E. Maximum thickness of uniform layers, loose measurement, shall be as follows:
   1. Mechanical hand tamper and hand compaction equipment and procedures: 4 in.
   2. Pneumatic tired roller: 6 in.
   3. Tamping rollers: 12 in.

F. Compacting equipment and method of compaction shall ensure uniform density will be obtained over entire area and depth of material being compacted.

G. Break up and spread fill material deposited in place by means of dumping in pile before grading into uniform layers.

H. Start rolling longitudinally at sides and proceed toward center of crowned sections, or start longitudinally at low side and proceed toward high side of sloped areas, overlapping on successive trips by at least half width of roller unit.

I. Mechanical Hand Tampers: Use in areas inaccessible to roller equipment.

2.9 FINISHING

A. Description: Finishing shall consist of shaping and finishing entire right-of-way.

B. Construction Methods:
1. Smoothly shape roadway shoulders, slopes and ditches after other work has been completed, except for exactness of finish as required.
2. Clear ditches and channels within right-of-way of debris and obstructions.
3. Level excess earth or other waste material adjacent to structures, poles, trees, or other objects or dispose of, as required.
4. Remove loose stones, rocks and boulders within construction areas that would fail to pass 2 in. ring; dispose of as required.
5. Remove roots, trash and other debris from Owner's controlled land; place entire construction area in neat and presentable condition.
6. Dragging, pushing or scraping of material along or across surface of completed pavement will not be permitted.
7. Continuously maintain sections until acceptance of work.
8. Finish surface not more than 0.10 ft. above or below established grade or cross section.
9. Finish ditches and gutters to drain readily.
10. Regrade disturbed area to original grade where existing grade is disturbed in areas not marked to be graded.

2.10 FIELD QUALITY CONTROL

A. Frequency and Types of Tests:
1. Laboratory shall test compacted general fill, embankment, and backfill as follows:
   a. Take one field density test minimum for every 1000 cu. yds. of material placed, ASTM D 1556 or ASTM D 2922.
2. Laboratory shall test subgrade:
   a. Take one field density test for every 1000 sq. yds. of compacted layer in compliance with ASTM D 1556 or ASTM D 2922.

2.11 EXCESS MATERIAL

A. Excavated and topsoil materials in excess of that used to construct required fills, embankments, stockpiles and topsoiled areas shall remain property of Owner and shall be freehauled, stockpiled or spread on Owner's property at locations selected by Owner.

2.12 DISPOSAL OF WASTE MATERIALS

A. Waste materials such as trash, debris, cleared and grubbed materials, grasses and vegetation and topsoil contaminated with vegetation, and unsuitable, unusable, and undesirable materials necessary to be removed from construction area or designated by Owner to be removed as waste materials shall be classified as follows:
1. Combustible waste materials: Materials feasible, practical and non-toxic to dispose of by burning, including cleared and grubbed materials.
2. Incombustible waste materials: Materials not burnable, not feasible, and not practical to dispose of by burning.

B. Combustible waste materials and incombustible waste materials shall become property of Contractor and legally disposed of outside limits of Owner's controlled property.

2.13 TOPSOIL

A. Distribute suitable topsoil on areas indicated to minimum depth of 4 in.

B. Suitable topsoil from stripping operations may be used.

2.14 EXISTING FENCING

A. Mend damage to existing fencing to remain and provide temporary fencing to maintain function of fencing that is damaged until damage to existing fencing is restored or replaced.

END OF SECTION 022000

SECTION 022200

DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Demolishing and removing pavement, curbs, concrete boat ramp components and other items identified in the plans.

B. Disposing of demolished materials.

1.2 MEASUREMENT AND PAYMENT

A. Work under this specification shall be incidental to the other project work.

1.3 SUBMITTALS

A. Submittals shall conform to requirements of Section 01300 - Submittals.

B. Submit proposed methods, equipment, materials and sequence of operations for demolition. Describe coordination for shutting off, capping, and removing temporary utilities. Plan operations to minimize temporary disruption of utilities to existing facilities or adjacent property.

C. Submit proposed demolition and removal schedule for approval. Notify Owner and the local municipality having jurisdiction in writing at least 48 hours before starting demolition.

D. Obtain a permit for demolition, as required.

1.4 OWNERSHIP OF MATERIAL AND EQUIPMENT

A. Demolished materials become the property of the Contractor.

1.5 ENVIRONMENTAL CONTROLS

A. Minimize spread of dust and flying particles. If required by governing regulations, use temporary enclosures and other suitable methods to prevent the spread of dust, dirt and debris.

B. Use appropriate controls to limit noise from demolition to levels designated in City ordinances.

C. Do not use water where it can create dangerous or objectionable conditions, such as localized flooding, erosion, or sedimentation of nearby ditches or streams.

D. Dispose of removed equipment, materials, waste and debris in a manner conforming to applicable laws and regulations.

PART 2 PRODUCTS

2.1 EQUIPMENT AND MATERIALS FOR DEMOLITION

A. Use equipment and materials approved under Paragraph 1.03, Submittals.

B. Fires are not permitted.

C. Do not use a "drop hammer" where the potential exists for damage to underground utilities, structures, or adjacent improvements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Prior to demolition, make an inspection with Owner to determine the condition of existing structures and features adjacent to items designated for demolition.

B. Do not proceed with demolition or removal operations until after the joint inspection and subsequent authorization by Owner.

3.2 PROTECTION OF PERSONS AND PROPERTY

A. Provide safe working conditions for employees throughout demolition and removal operations. Observe safety requirements for work below grade.

B. Maintain safe access to adjacent property and buildings. Do not obstruct roadways, sidewalks or passageways adjacent to the work.

C. Perform demolition in a manner to prevent damage to adjacent property. Repair damage to Owner's property or adjacent property and facilities.

D. The Contractor shall be responsible for safety and integrity of adjacent structures and shall be liable for any damage due to movement or settlement. Provide proper framing and shoring necessary for support. Cease operations if an adjacent structure appears to be endangered. Resume demolition only after proper protective measures have been taken.

E. Erect and maintain enclosures, barriers, warning lights, and other required protective devices.

3.3 UTILITY SERVICES

A. Follow rules and regulations of authorities or companies having jurisdiction over communications, pipelines, and electrical distribution services.

B. Notify and coordinate with utility company and adjacent building occupants when temporary interruption of utility service is necessary.

3.4 PAVEMENT DEMOLITION

A. Demolish pavement to depth necessary to meet requirements of plans and specifications. Where no limits are shown, the limits shall be 4 inches outside new items to be installed. Removals beyond these limits shall be at the Contractor's expense; satisfactorily reconstruct excess removals.

B. Where existing concrete and/or asphalt must be removed, but will be replaced subsequently:

1. Make initial cut with a concrete saw; do not cut reinforcement.

2. After removing concrete, cut cross bars at center of breakout and protect for subsequent concrete work.

3.5 DISPOSAL

A. Remove from the site all items contained in or upon the structure not designated for reuse or salvage. Follow method of disposal as required by regulatory agencies.

3.6 BACKFILL

A. Backfill holes in accordance with specification sections governing materials indicated on Drawings. Where no material is indicated, backfill with approved borrow and compact to a density of 90 percent standard Proctor.

B. Do not backfill with material from demolition unless approved by Owner.

END OF SECTION 022200

SECTION 023780

RIP RAP AND GRANULAR FILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for furnishing and installing riprap and granular fill and filling and burying riprap, when required.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment is made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.

B. Measurement and payment is as noted on the Unit Price Schedule.

C. Refer to Section 010260 - Measurement and Payment for unit price procedures.

D. Excavation for riprap and buried riprap will not be measured separately, but is incidental to riprap surface measurement.

E. Riprap and granular fill used in toe walls, grade beams or termination trenches are incidental to surface measurement.

F. On-site topsoil will not be measured and paid separately, but is incidental to riprap surface measurement.

G Imported topsoil will be paid for as noted on the Unit Price Schedule.

1.3 DELIVERY, STORAGE AND HANDLING

A. Keep the storage area clean, firm, smooth and well drained in order that the product can be placed with a minimum of foreign matter.

B. Stockpile and handle riprap and granular fill to minimize segregation of particle sizes either in the stockpile or while loading, hauling and handling

PART 2 - PRODUCTS

2.1 RIP RAP

A. Provide riprap consisting of broken concrete or stone. Provide riprap that is dense, durable and hard material free from cracks, seams and other defects which would increase deterioration from handling and natural causes.

B. Shape and Dimensions.
1. Provide riprap in cubic form, rather than elongated (flat) shapes.
2. Provide riprap with a minimum thickness of 6 inches.

3. No more than 25 percent shall have a length greater than 2-1/2 times the width or thickness. No length shall exceed 3 times the width or thickness.

C. Do not provide spalls, fragments and chips exceeding 5 percent by weight. The dimension and shape limitations do not apply to this portion of the riprap.

D. Where broken concrete is used, cut exposed metal flush with the surface prior to placing the riprap.

E. Provide riprap conforming to the following tables:

TABLE 2

RIPRAP GRADATION NO. 2

Percent	Stone Weight Lbs.		Volume Cubic Ft (2)		Cubical Shape Ft (Each Side)		Spherical Shape Ft (Dia.)	
Lighter by Weight	Lower Limit	Upper Limit	Lower Limit	Upper Limit	Lower Limit	Upper Limit	Lower Limit	Upper Limit
100	260	640	1.73	4.27	1.20	1.62	1.49	2.01
50	130	200	0.87	1.33	0.95	1.10	1.18	1.37
15	40	150	0.27	1.00	0.64	1.00	0.80	1.24

Notes:

1. The theoretical cube and sphere size is presented for guidance only. Paragraph 2.1 shall control riprap shape and dimensions.
2. Volume is based on 150 pcf, unit weight.
3. Riprap Gradation No. 2 is to be used where a 24 inch thick riprap mat is noted on the Plans.

2.2 GRANULAR FILL

A. Provide granular fill consisting of concrete or stone. Provide granular fill that is dense, durable and hard material.

B. Provide granular fill, as shown on the Plans or as directed by the Engineer, to the following dimensions:

1. Provide 3 inch to 5 inch granular fill with no material diameter less than 3 inches and no material diameter greater than 5 inches.
2. Provide 4 inch to 8 inch granular fill with no material diameter less than 4 inches and no material diameter greater than 8 inches.
3. Provide riprap Gradation No. 1 and Gradation No. 2 as shown on the Plans or as directed by the Engineer.

C. Do not provide spalls, fragments and chips exceeding 5 percent by weight.
D. Where broken concrete is used, cut exposed metal flush with the surface prior to placing granular fill.

PART 3 - EXECUTION

3.1 GRADE PREPARATION

A. Refer to Section 02241 - Care and Control of Water.

B. Trim and dress the channel bottom and side slopes to proper lines and grade prior to placing riprap or granular fill.

C. The Engineer will inspect prepared section prior to placing riprap or granular fill.

3.2 EXCAVATION AND FILL

A. Excavate the channel. Refer to Section 02315 - Excavating and Backfilling.
B. Excavate for riprap. Refer to Section 02316 - Structural Excavating and Backfilling.

3.3 RIPRAP OR GRANULAR FILL PLACEMENT

A. Place the riprap or granular fill to the slopes, lines and grades as shown on the Plans.

B. To establish a well-graded mass of riprap with minimal voids, fill voids between larger riprap blocks with spalls and smaller blocks of the largest feasible size to form a compact mass. Do not place spalls and small blocks in place of larger size riprap or granular fill.

C. Install riprap and granular fill mat to the thickness as shown on the Plans. Riprap shall have minimum mat thickness as shown on the gradation tables.

D. Place the riprap and granular fill to avoid displacement or damage to the prepared surface and in a manner to avoid segregation of particle sizes.

E. Fill riprap voids and bury riprap a minimum of 6 inches with topsoil on side slopes as directed by the Engineer.

END OF SECTION 023780

SECTION 025150

CONCRETE PAVEMENTS

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

A. A 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
C 31, Making and Curing Concrete Test Specimens in the Field
C 33, Concrete Aggregates
C 42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
C 94, Ready-Mix Concrete
C 131, Test for Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine
C 138, Test for Unit Weight, Yield and Air Content (Gravimetric) of Concrete
C 143, Test for Slump of Portland Cement Concrete
C 150, Portland Cement
C 171, Sheet Materials for Curing Concrete
C 231, Test for Air Content of Freshly Mixed Concrete by the Pressure Method
C 260, Air-Entraining Admixtures for Concrete
C 309, Liquid Membrane-Forming compounds for Curing Concrete
C 494, Chemical Admixtures for Concrete

1.2 HANDLING AND STORAGE

A. Do not mix different classes of aggregate without written permission of the Owner.

B. Segregated aggregate will be rejected. Before using aggregate whose particles are separated by size, mix them uniformly to grading requirements.

C. Aggregates mixed with dirt, weeds or foreign matter will be rejected.

1.3 SUBMITTALS

A. Submittals shall be made under provisions of Section 01300.
1. Design Mix: Submit the design mix and test data on the proposed design mix for each type and strength of concrete in the project. The design mixes shall be prepared by a certified independent testing laboratory employed and paid by the Contractor.

2. Joint Layout: The Contractor shall submit a concrete pavement joint layout to the Owner for review and approval prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portland Cement: ASTM C 150, Type II.

B. Water: Furnish clean, drinkable water free from injurious amount of oils, acids, alkalis or other deleterious substances.

C. Coarse Aggregate: ASTM C 33.

D. Fine Aggregate: ASTM C 33.

E. Reinforcing Steel: ASTM A 615, Grade 60.

F. Air Entraining Agent: ASTM C 260.

G. Water Reducer: ASTM C 494 Chemical Admixture for Concrete Type A may be used if required to improve the workability of concrete. The amount and type of such admixture shall be subject to approval by the Owner.

H. Expansion Joint Material: Clear all heart Redwood board with density after oven dried to constant weight of 30 lb. per cu. ft. maximum or asphalt impregnated fiberboard conforming to ASTM D1751.

I. Joint Sealing Compound: Conform hot-poured rubber-asphalt compound to ASTM D 3405/6690.

J. Load Transmission Devices: Provide smooth steel bar dowel, as shown. Steel bars must conform to standards of ASTM A 615 Deformed and plain Billet-Steel Bars for Concrete Reinforcement, Grade 60.

K. Metal Supports for Reinforcing Steel and Joint Assembly: Employ metal of approved shape and size as required to maintain clear distances.

L. Cover Materials for Curing: Curing materials shall conform to one of the following:
1. Polyethylene Film: Polyethylene film shall be opaque pigmented white in color and shall conform to the requirements of ASTM C 171 Sheet Materials for Curing Concrete.
2. Waterproofed Paper: Waterproofed paper used for curing shall conform to the requirements of ASTM C 171.

2.2 PROPORTIONING

A. Responsibility: Prior to the start of paving operations and after approval of all material to be used in the concrete, the Contractor shall submit test data showing the proportions and actual compressive strength obtained from the concrete for all required compressive strengths, at all test ages, identified in the specifications. Compressive strength shall be as specified using test specimens prepared in accordance with ASTM C 31 Making and Curing Concrete Test specimens in the Field and tested in accordance with ASTM C 42 Obtaining and Testing Drilled Cores and Sawed Beams of Concrete. It shall also be the responsibility of the Contractor to determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project, so that the mix conforms to these specifications.

B. Concrete Mix: Provide a concrete mix that is uniform and workable. Design the mix to produce concrete which will have a minimum compressive strength of 3,500 psi at 28 days. Slump of concrete must be at least 1-1/2-in., but no more than 3-in. for curbs and 4-inches, plus or minus 1-inch, for pavement when tested in accordance with ASTM C 143 - Slump of Portland Cement Concrete.

Pavement mix designs shall meet flexural requirements of at least 500 pounds per square inch at 28 days using ASTM C78.

1. Concrete pavement must contain at least 5-1/2 sacks of cement per cubic yard, with not more than 6.5 gallons of water, net, per sack of cement. The cement content shall be determined in accordance with ASTM C 138 Unit Weight, Yield and Air Content (Gravimetric) of Concrete.

2. Coarse dry aggregate shall not exceed 85 percent of the loose volume of concrete.
3. Air-entraining admixture shall be added in such a manner that will ensure uniform distribution of the agent throughout the batch. The air content of freshly mixed air-entrained concrete shall be based upon trail mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. The percentage of air entrainment in the mix shall be 5-1/2 percent plus or minus 1-1/2 percentage points. Air content shall be determined by testing in accordance with ASTM C 231 Air Content of Freshly Mixed Concrete by the Pressure Method.

2.3 MIXING AND MIXING EQUIPMENT

A. Mixing and mixing equipment shall be in accordance with ASTM C94 - Ready-Mixed Concrete for Mixing Equipment.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

A. Construct subgrade true to grade and cross section as required to achieve the final grades as shown in the drawings.

3.2 WEATHER CONDITIONS

A. Place concrete only when the air temperature is above 40 degrees F. The Contractor is responsible for the quality and strength of concrete placed under any weather conditions.

3.3 FORMS

A. Side Forms: Use metal forms of approved shape and section. A form as deep as the pavement edge thickness is preferred. Forms with depth up to 1-in. greater or less than pavement thickness may be used. Forms with less depth than pavement thickness shall be brought to required depth by securely attaching wooden planks of approved section and size to the bottom of the form. Use a form section at least 10 feet in length, and staked in position with at least three pins. Form shall have adequate strength to withstand machine loads without visible springing or settlement. Use forms free from warps, bends and kinks and sufficiently true to provide a straight edge on the concrete. Test the top of each form section with a straight edge and verify that it conforms with requirements for the surface of completed pavement. Use flexible or curbed forms of wood or metal to set the proper radius on curves of 100 feet radius or less.

B. Form Setting
1. Rest forms directly on subgrade. Do not shim with pebbles or dirt. Remove subgrade that will not support the load form. Replace and compact subgrade to required density. Accurately set forms to required grade and alignment and, during the entire operation of placing, vibrating and finishing of concrete, do not deviate from this grade and alignment more than 1/8-in. in 10 feet of length. Do not remove forms for at least 24 hours after the completion of finishing operations. Provide a supply of forms that will be adequate to comply with this requirement and for orderly and continuous placing of concrete.
2. Adjacent slabs may be used instead of the forms, provided that the concrete is well protected from possible damage by finishing equipment. These adjacent slabs shall not be used for forms until the concrete has aged at least 7 days. For short radius curves, forms less than

10 feet in length or curved forms may be used. Do not use any material which, in the opinion of the Engineer, is unsuitable for forms.

C. Ensure requirements for accessibility per Texas Department of Licensing and Regulation are met.

3.4 REINFORCING STEEL

A. Accurately place reinforcing steel in accordance with details shown. Wire reinforcing bars securely together at intersections and splices. Bars and coatings shall be free of rust, dirt or other foreign matter when the concrete is installed. Reinforcement shall be as detailed on the drawings.

B. Place all reinforcing steel and secure to chairs.

3.5 JOINT ASSEMBLIES

A. Placement: Place joints of the same type shown on the Drawings.

B. Construction Joints: Place transverse construction joint at end of day's paving operation or where concrete placement must be stopped for more than 30 minutes.

C. Expansion Joints: Place transverse expansion joints at same locations as in adjacent pavement, abutting against other structures (grease traps), and at radius ends, but no further than 60 feet apart. Shape board filler accurately to the cross section of the concrete slab. Use load transmission devices of the type and size shown on Drawings.

D. Sawing Joints: When joints in concrete pavements are sawed, the joints shall be cut. The concrete saw shall be capable of cutting a groove in a straight line and shall produce a slot at least 1/4-in. wide and to the depth shown on the plans. When shown on the plans or required by the specifications, the top portion of the slot or groove shall be widened by means of a second shallower cut or by suitable and approved beveling to provide adequate space for joint sealers. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing and prior to the initiation of cracks. The joints shall be sawed at the required spacing consecutively in sequence of the concrete placement, unless otherwise approved by the Engineer.

3.6 PLACING

A. Concrete batch(es) not placed as specified within 60 minutes after water or cement has been added at the batch plant shall be rejected.

B. Deposit concrete rapidly and continuously on subgrade in successive batches. Distribute concrete to the required depth and for entire width of the pour by shoveling or by other approved methods. Do not use rakes in handling concrete. At the end of the day or in case of unavoidable interruption of more than 30 minutes, place a transverse construction joint at the point of stopping work, provided that the section on which work has been suspended is not less than 10 feet from the preceding joint. Sections less than 10 feet long shall be removed and replaced.

C. Take special care in placing and spading concrete against forms and at longitudinal and transverse joints to prevent honeycombing. Voids in the edge of the finished pavement shall be cause for rejection.

3.7 VIBRATING

A. Consolidate the concrete using an approved mechanical vibratory unit designed to vibrate concrete internally. Extend a vibratory unit across the pavement, not quite touching the side forms. Equip the unit with synchronized vibrators. Space individual vibrators at close enough intervals to vibrate and consolidate the entire width of the pavement uniformly. Mount mechanical vibrators to avoid contact with forms, reinforcement, transverse or longitudinal joints.

B. Furnish enough hand-manipulated mechanical vibrators for proper consolidation of concrete along forms, at joints and in areas not covered by mechanically controlled vibrators.

3.8 FINISHING

A. Finish concrete pavement by hand finishing methods. Hand finish with a mechanical strike and tamping template as wide as the pavement to be finished. Shape the template to the pavement section. Move the strike template forward in the direction of the work, maintaining a slight excess of material in front of the cutting edge. Make at least two trips over each area. Screed the pavement surface to the required section. Work the screed with a combined transverse and longitudinal motion in the direction work is progressing. Maintain the screed in contact with the forms. Use a longitudinal float to level the surface.

B. On narrow strips and transitions, finish concrete pavement by hand. Thoroughly work concrete around reinforcement and embedded fixtures. Strike off concrete with a strike-off screed. Move the strike-off screed forward with combined transverse and longitudinal motion in direction work is progressing, maintaining the screed in contact with the forms, and maintaining a slight excess of materials in front of the cutting edge. Tamp the concrete with a tamping template. Use a longitudinal float to level the surface.

C. After completion of the straightedge operation, make the first pass of a burlap drag as soon as construction operations permit and before the water sheen has disappeared from the surface. Follow this by as many passes as required to produce the desired texture depth. Permit no unnecessary delays between passes. Keep the drag wet, clean and free from encrusted mortar during use.

3.9 SURFACE TEST

A. Test the entire surface before the initial set and correct irregularities or undulations. Bring surface within requirements of the following test and then finish. Place an approved 10 foot straightedge parallel to the center of the roadway to bridge any depressions and touch all high spots. Do not permit ordinates measured from the face of the straight edge to the surface to exceed 1/16-in. per foot from the nearest point of contact. In no case permit the maximum ordinate to a 10 foot straightedge to exceed 1/8-in.

3.10 CURING

A. All concrete pavement shall be cured by protecting it against loss of moisture for a period of not less than 72 hours immediately upon the completion of finishing operations. In all cases in which curing requires the use of water, the curing shall have prior right to all water supply or supplies. Failure to provide sufficient cover material of whatever kind shall be cause of immediate suspension of concreting operations.

1 Polyethylene Film Curing: Immediately after the finishing of the surface has been completed and the concrete has taken its initial set, it shall be wetted with water applied in the form of a

fine spray and covered with the polyethylene film so place and weighted to remain in intimate contact with the surface.
The polyethylene film covering shall be maintained in place continuously for not less than the specified curing period. The film shall be prepared to form blankets of sufficient width to cover the entire surface and both edges of the pavement slab. All joints in the blankets caused by joining film sheets shall lap not less than 12-in. All tears or holes appearing in the polyethylene film during the curing period shall be immediately repaired by placing acceptable moisture-proof patches over such defects or by replacing the blankets.

2. Liquid Membrane-Forming Compounds: Immediately after the finishing of the surface has been completed and the concrete has taken its initial set, a liquid membrane-forming compound concrete shall be applied. The liquid membrane-forming compound shall be provided in accordance with ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete and applied in accordance with the manufacturer's instructions. The membrane shall restrict the loss of water to not less than 0.55 kg/m^2 of surface in 72 hours.

B. Prior to being placed in service, all concrete shall cure a sufficient amount of time. At a minimum, the concrete shall have achieved its design flexural or compressive strength, as evidenced by the testing lab reports, before any construction equipment or vehicles are permitted to use it.

3.11 JOINT SEALING

A. Seal joints in strict accordance with the joint sealant manufacturer's printed instructions.

B. Before work is started, the joint sealing equipment shall be in first class working condition, and be approved by the Engineer. Use a concrete grooving machine or a power-operated wire brushing and other equipment such as plow, brooms, brushes, blowers or hydro or abrasive cleaning as required to produce satisfactory joints.

C. Clean joints of loose scale, dirt, dust and curing compound. When required, remove the joint filler to the depth shown. The term joint includes wide joint spaces, expansion joints, dummy groove joints or cracks, either performed or natural. Remove loose material from concrete surfaces adjacent to joints.

D. Fill joints neatly with joint sealer to the depth shown. Pour sufficient joint sealer into the joints so that, upon completion, the surface of the sealer within the joint will be 1/4-in. below the level of the adjacent surface.

3.12 TESTING

A. Laboratory Services: The Owner shall employ a commercial laboratory.

B. Duties: Arrange for the laboratory to inspect and test materials entering the concrete and check the design of concrete mixes to meet specified strengths, uses and finishes. The lab shall analyze aggregate for quality, durability, grading and free water content. The lab shall take representative specimens of ingredients and mixes; make test specimens measure their flexural strength. The lab shall check the moisture content of aggregates and control their mix subject to approval by the Engineer.

C. Test Procedures: The laboratory shall make tests in conformance with current standard test procedures of ASTM.

D. Test Reports: The laboratory shall promptly furnish certified written reports covering results of tests and inspections to the Engineer and the Owner.

E. Quality Assurance: Sample concrete delivered to the site in accordance with ASTM method C172. Mold four beams and four cylinders for each 150 cubic yards. Each time a set of specimens is molded, the slump will be determined in accordance with ASTM C143 and the air content in accordance with ASTM C173 or C231. Two of the beams will be tested in accordance with ASTM C78 at 7 days, and the remaining two at 28 days. Two of the cylinders will be tested in accordance with ASTM C39 at 7 days, and the remaining 2 at 28 days.

F. Core Samples: At the option of the Owner, drill core samples of concrete pavement at locations designated by the Engineer to measure thickness. At age of 28 days, each core may be tested for compressive strength according to methods of the ASTM C42 Drilled Cores and Sawed Beams of Concrete.

G. Yield: Make a yield test in accordance with ASTM C138 for cement content per cubic yard of concrete.

END OF SECTION 025150

SECTION 031000

CONCRETE FORMWORK

PART 1 - GENERAL

1.1 RELATED SECTION

A. Section 03300: Cast-in-Place Concrete for Structures.

1.2 MEASUREMENT AND PAYMENT

A. No separate payment will be made for concrete formwork under this Section. Include payment for concrete formwork in unit price for applicable cast-in-place concrete structures, sidewalks, and curbs.

1.3 REFERENCE STANDARDS

A. American Concrete Institute (ACI):
347R, Guide to Formwork for Concrete

B. American Society for Testing and Materials (ASTM):
A 446, Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
A 525, General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process

1.4 DESIGN REQUIREMENTS

A. Design formwork for loads, lateral pressure, and allowable stresses outlined in ACI 347R and for design considerations, wind loads, allowable stresses, and other applicable code requirements.

1.5 SUBMITTALS

A. Certifications, installation instructions, samples, and catalog data for:
1. Form accessories.
2. Form release material.

1.6 QUALITY ASSURANCE

A. Tolerances for Formed Surfaces:
1 Variation from plumb:
a. In lines and surfaces of piers and walls:
1) In any 10 ft. of length: 1/4-in.
2) Maximum for entire length: 1-in.
2. Variation in cross sectional dimensions of beams and in thickness of slabs and walls: Minus 1/4-in., plus 1/2-in.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Forms:
1. Comply with ACI 347R; confine concrete and shape it to required dimensions.
2. Construct forms with sufficient strength to withstand pressure resulting from placement and vibration of concrete and of sufficient rigidity to maintain specified tolerances.

B. Form Release Material: Field applied form release agent, sealer, or factory applied nonabsorptive liner, nonstaining type.

C. Form Accessories:
1. Use only commercial manufactured type form accessories partially or wholly embedded in concrete.
2. Do not use wire type manufactured for other purposes.
3. Use form ties constructed with removable ends or end fasteners to prevent spalling at face of concrete.

PART 3 - EXECUTION

3.1 PREPARATION

A. Preparation of Form Surfaces:
1. Clean surfaces of forms and embedded materials of accumulated mortar, grout, and other foreign material before placing concrete.
2. Treat surfaces of forms as follows:
a. Before placing reinforcing steel, cover surfaces of forms with coating material to prevent absorption of moisture and prevent bond with concrete.
b. Do not allow excess form coating material to stand in puddles in forms.
c. Do not allow coating to come in contact with hardened concrete against which fresh concrete is to be placed.

B. Establish and maintain sufficient control points and bench marks for reference purposes to check tolerances until final completion and acceptance of project.

C. Regardless of tolerances listed, no portion of structure shall extend beyond legal boundary of project.

3.2 INSTALLATION OF FORMWORK

A. Maximum deflection of facing materials reflected in concrete surfaces exposed to view: 1/240 of span between structural members.

B. Construct formwork so concrete surfaces will conform to tolerance limits listed.

C. Construct forms sufficiently tight to prevent loss of mortar from concrete.

D. Place chamfer strips in corners of forms to produce beveled edges on permanently exposed surfaces.

E. To maintain specified tolerances, camber formwork to compensate for anticipated deflections in formwork prior to hardening of concrete.

F. Provide wedges or jacks to adjust shores and struts to take up settlement during concrete placing.

G. Brace forms securely against lateral deflections.

H. Form Accessories:
   1. Embedded portion of form ties shall terminate not less than 3/4-in. from formed faces of concrete to be permanently exposed.
   2. When formed surface of concrete is not to be permanently exposed, form ties may be cut off flush with formed surfaces.

I. Construction Joints:
   1. Contact surface of form sheathing for flush surfaces exposed to view shall overlap hardened concrete in previous placement by not more than 1-in.
   2. Hold forms against hardened concrete to prevent offsets or loss of mortar at construction joint and to maintain true surface.

J. Prior to concrete placement, fasten wedges used for final adjustment in position after final check.

K. Anchor formwork to shores, other supporting surfaces, or members to prevent upward or lateral movement of any part of formwork system during concrete placement.

L. Provide runways for moving equipment with struts or legs supported directly on formwork or structural member without resting on reinforcing steel.

3.3 REMOVAL OF FORMS

A. Perform needed repairs or treatment required on sloping surfaces at once and follow with curing.

B. Formwork for walls, sides of beams, and other parts not supporting weight of concrete may be removed as soon as concrete has hardened sufficiently to resist damage from removal operations.

C. Shoring used to support weight of concrete in beams, slabs and other structural members shall remain in place until concrete has reached strength sufficient to carry weight and construction loads.

D. Concrete strength when shores are removed shall not be less than 75 percent of 28 day strength.

E. When shores and other vertical supports are so arranged that nonload-carrying form facing material may be removed without loosening or disturbing shores and supports, form facing material may be removed at earlier age.

F. If forms are removed prior to seven (7) days after placement of concrete, cure concrete as specified in Section 03300.

END OF SECTION 031000

SECTION 032000

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

A. American Concrete Institute (ACI):
315, Details and Detailing of Concrete Reinforcement
318, Building Code Requirements for Reinforced Concrete

B. American Society for Testing and Materials (ASTM):
A 615, Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

C. Concrete Reinforcing Steel Institute (CRSI):
Placing Reinforcing Bars

1.2 MEASUREMENT AND PAYMENT

A. No payment will be made for concrete reinforcement under this Section. Include payment for concrete reinforcement in unit price for applicable cast-in-place concrete structures, sidewalks, and curbs.

1.3 SUBMITTALS

A. Shop Drawings: Show reinforcing bar configuration, bar numbers, spacing, and location, and splicing details.

B. Test Reports: Submit copies of mill test reports.

1.4 QUALITY ASSURANCE

A. Tolerances:
1. Fabricating tolerances:
   a. Sheared length: Plus or minus 1-in.
   b. Depth of truss bars: Plus 0, minus 1/2-in.
   c. Overall dimensions of stirrups and ties: Plus or minus 1/2-in.
   d. Other bends: Plus or minus 1-in.
2. Placing tolerances:
   a. Clear distance to formed surfaces: Plus or minus 1/4-in.
   b. Minimum spacing between bars: Plus or minus 1/4-in.
   c. Top bars in slabs and beams:
      1) Members 8-in. deep or less: Plus or minus 1/4-in.
      2) Members more than 8-in. but not over 2 ft. deep: Plus or minus 1-in.
   d. Crosswise of members: Spaced evenly within 2-in.
   e. Lengthwise of member: Plus or minus 2-in.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Reinforcing Bars:
   1. ASTM A 615, Grade 60.
   2. Bend test requirements: For bars size No. 3 through No. 6, base on 180 deg. bends of full size bars around pins with diameters as follows:
      a. Bar Nos. 3, 4, and 5: 3-1/2 bar diameters.
      b. Bar No. 6: 5 bar diameters.

2.2 FABRICATION

A. Fabricate details of concrete reinforcement and accessories complying with ACI 315.

PART 3 - EXECUTION

3.1 HANDLING AND PLACING

A. Place reinforcing bars in accordance with CRSI "Placing Reinforcing Bars" and ACI 318, with provisions of ACI 318 governing.

B. Move bars as necessary to avoid interference with other reinforcing steel, conduits, or embedded items.

C. If bars are moved more than one bar diameter or enough to exceed tolerances, submit resulting arrangement of bars to Engineer for review.

D. After fabrication, reinforcing bars shall be delivered to the Work properly identified in accordance with the approved shop drawings.

E. Place reinforcement, at time of concrete placing, free of mud, oil, or other materials that adversely affect or reduce bond.

F. Reinforcement with rust, mill scale, or both shall be considered satisfactory, provided minimum dimensions, including height of deformation, and weight of hand-wire-brushed test specimen are not less than ASTM A 615 requirements.

G. Support reinforcement and fasten together to prevent displacement by construction loads of placing concrete.

H. Use metal or plastic bar chairs and spacers to support reinforcement.

I. Where concrete surface will be exposed to weather in finished structure, use noncorrosive or corrosion protected accessories within 1/2-in. of concrete surface.

J. Bars having splices not shown on shop drawings will be rejected.

K. Do not bend reinforcement after being embedded in hardened concrete.

END OF SECTION 032000

SECTION 033000

CAST-IN-PLACE CONCRETE FOR STRUCTURES

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

A. American Concrete Institute (ACI):
212.1R, Admixtures for Concrete
212.2R, Use of Admixtures in Concrete
302.1R, Concrete Floor and Slab Construction
204R, Measuring, Mixing, Transporting, and Placing Concrete
305R, Hot Weather Concreting
306R, Cold Weather Concreting
308, Standard Practice for Curing Concrete
309R, Consolidation of Concrete

B. American Society for Testing and Materials (ASTM):
A 307, Carbon Steel Bolts and Studs 60,000 psi Tensile Strength
A 36, Structural Steel
C 138, Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
C 143, Slump of Portland Cement Concrete
C 150, Portland Cement
C 172, Sampling Freshly Mixed Concrete
C 173, Air Content of Freshly Mixed Concrete by the Volumetric Method
C 192, Making and Curing Concrete Test Specimens in the Laboratory
C 231, Air Content of Freshly Mixed Concrete by the Pressure Method
C 260, Air-Entraining Admixtures for Concrete
C 293, Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
C 309, Liquid Membrane-Forming Compounds for Curing Concrete
C 31, Making and Curing Concrete Test Specimens in the Field
C 33, Concrete Aggregates
C 387, Packaged, Dry, Combined Materials for Mortar and Concrete
C 39, Compressive Strength of Cylindrical Concrete Specimens
C 494, Chemical Admixtures for Concrete
C 78, Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
C 920, Joint Sealant
C 94, Ready-Mixed Concrete
D 1751, Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
D 1752, Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
D 994, Preformed Expansion Joint Filler for Concrete (Bituminous Type)

C. Concrete Plant Manufacturers Bureau (CPMB):
Concrete Plant Mixer Standards of Plant Mixer Manufacturers Division

D. Corps of Engineers (COE):
CRD-C300, Handbook for Concrete and Cement
CRD-C621, Handbook for Concrete and Cement

E. Federal Specifications (FS):
FF-S-325, Shield, Expansion; Nail Expansion; and Nail, Drive Screw (Devices, Anchoring, Masonry)

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.

B. Refer to Section 01026 - Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

A. Product Data: Submit literature of proposed materials certifying compliance with specification requirements and curing procedures.

B. Mill Reports: Furnish mill certificate with each shipment of cement showing chemistry and physical tests for autoclave soundness, heat of hydration, normal consistency false set, and time of set.

C. Design Mix:
1. Submit proposed design mix from job materials prepared by approved testing laboratory when concrete proportioning Method No. 1 is used (See Paragraph 2.3, C.,1).
2. Submit test records when concrete proportioning Method No. 2 is used (See Paragraph 2.3, C., 2).
3. Include following information in concrete mix design submittal:
   a. Concrete supplier.
   b. Design mix designation and location of concrete in work.
   c. Method of proportioning.
   d. Type and brand of cement.
   e. Source of aggregate.
   f. Sieve analysis of aggregate.
   g. Type and brand of admixtures.
   h. Strength curve relationship to water-cement ratios established by at least three points of curve with each point established by average of three cylinder breaks using job materials.
   i. Coarse Aggregate Factor (C.A.F.)
   j. Batch weights of ingredients.
   k. Water-Cement ratio and cement content.
   l. Air content.
   m. Slump.
   n. Seven day and 28 day strengths.

D. Samples: Secure in accordance with ASTM C 172.

E. Shop Drawings:
1. Indicate location of tooled (contraction), construction, and expansion joints.
2. Indicate location and size of anchor bolts, anchor plates and other similar concrete-embedded items on anchor bolt setting plan.
3. Indicate placement sequence of concrete.

1.4 QUALITY ASSURANCE

A. Owner's Quality Control Laboratory:
1. Sample and test concrete ingredients.
2. Mixes shall meet or exceed mix design strength requirements and use and finish requirements.
3. Review proposed mix design or design mix to meet or exceed mix design strength and consistency requirements as specified in "Concrete Mix Requirements" and "Concrete Proportioning".
4. Test production samples of materials at plants and stockpiles and at job site during course of work for compliance with specifications.

5. Conduct tests of concrete during construction in compliance with following procedures:
   a. Strength test:
      1) Make specimens in field.
      2) Each test shall consist of four cylinders; two tested at seven days and two tested at 28 days.
      3) For each class of concrete, one test for each pour of 100 cubic yards shall be made; however, not less than one test for each day of concreting shall be made.
      4) When this schedule of testing proves less than five tests for given class of concrete, at least five randomly selected batches shall be tested; if fewer than five batches are used, each batch shall be tested.
      5) Additional tests may be required to justify removal of formwork.
      6) Specimens shall be secured in compliance with ASTM C 172, made and cured in compliance with ASTM C 31, and tested in compliance with ASTM C 39.
   b. Slump test: Make one test for each strength test in compliance with ASTM C 143.
   c. Air Content test: Make one test for each strength test in compliance with ASTM C 173 or ASTM C 231.
   d. Report test results: Report test results to Owner and Contractor.
   e. Maintain records: Maintain complete record of specimens; records shall include detailed location of each pour represented.
   f. Determine temperature of concrete sample for each strength test.
   g. Inspect concrete batching, mixing, and delivery operations.
   h. Sample concrete at point of placement.
   i. Indicate in report location specimens were taken, method stored and curing procedures.
6. Determine slump in accordance with ASTM C 143 of concrete sample for each strength test and when consistency of concrete appears to vary.
7. Determine air content of normal weight concrete for each strength test in accordance with ASTM C 138, ASTM C 173, or ASTM C 231.
8. Patching Core Holes:
   1. Fill core holes with SikaSet Roadway Patch, Sika Corporation, as per manufacturer's specification.

1.5 HANDLING

A. Storage:
   1. Store materials in accordance with ACI 304R.
   2. Store admixtures to avoid contamination, evaporation, or damage.

B. Protection:
   1. During curing period, protect concrete from damaging mechanical disturbances, load stresses, shock, and vibration.
   2. Protect finished concrete surfaces from damage by construction equipment or materials.
   3. Protect from rain or running water.

PART 2 - PRODUCTS

2.1 CONCRETE AND GROUT MATERIALS

A. General:
   1. Fly ash:
      a. Fly ash will not be used in concrete mixtures.
   2. Admixtures, other than air-entraining admixtures and water-reducing admixtures in compliance with ASTM C 494, shall not be used in concrete mixtures without prior review of material and proportioning by Owner.

B. Cement: ASTM C 150, Type II.

C. Concrete Admixtures:
   1. Acceptable manufacturers:
      a. Master Builder.
      b. Gifford-Hill and Company, Inc.
      c. Sika Chemical Corp.
   2. Air-entraining admixtures: ASTM C 260.
   3. Water-reducing, normal set, retarding, and accelerating admixtures:
      a. Concrete temperatures 80 deg. F. and below: ASTM C 494, Type A.
      b. Concrete temperatures greater than 80 deg. F.: ASTM C 494, Type D.
      c. Concrete temperatures 60 deg. F. and below: ASTM C 494, Type E, accelerating.
   4. Other admixtures: ASTM C 494.

D. Water: Fresh, clean, and potable.

E. Aggregates for Normal Weight Concrete: ASTM C 33.

F. Anchor Bolts: ASTM A 307 coated with 2.5 mil shop primer.

G. Anchor Plates: ASTM A 36 coated with 2.5 mil shop primer.

H. Nonshrink Grout:
   1. Non-metallic, pre-mixed nonshrink grout complying with COE CRD-C621.
   2. Bleed-free at 25 sec. flow cone fluidity, COE CRD-C621.
   3. Acceptable products:
      a. "Master Flow 713", Master Builders, Inc.
      b. "Supreme Grout", Gifford-Hill and Co.
      c. "Crystex", L and M Construction Chemicals, Inc.
      d. "Sikagrout 212", Sika Corporation.

I. Stud Anchors:
   1. Acceptable manufacturers:
      a. Nelson Stud Welding Co.
      b. Erico Products, Inc.
   2. Type with ceramic ferrules; compatible with arc-welding process.

J. Expansion Bolts:
   1. Acceptable manufacturers:
      a. Wej-it Corporation.
      b. ITT Phillips Drill Company.
      c. Hilti Fastener Company.
   2. Wedge type stainless steel, FS FF-S-325, Group II, Type 4, Class 1

K. Adhesive Type Waterstop:
   1. Preformed plastic.
   2. Acceptable product: "Synko-Flex", Synko-Flex Products Co.

L. Curing Compound:
   1. Comply with COE CRD-C300.
   2. Unit moisture loss, g. per sq. cm. at 72 hr. shall not exceed 0.039.
   3. Acceptable products:
      a. "Sealco 309", Gifford-Hill.
      b. "Masterseal", Master Builders.
      c. "Dress and Seal", L and M Construction Chemicals, Inc.

M. Joint Sealant

1. Two – component elastomeric chemical – cure polyurethane
2. ASTM C920, Type M, Grade P

2.2 CONCRETE MIX REQUIREMENTS

A. Strength: Base strength requirements on 28-day compressive strength.

B. Mixture Limits:
1 Air-entrainment of normal-weight concrete shall conform to content limits of Table I, as measured by ASTM C 138, ASTM C 173, and ASTM C 231:

TABLE I
TOTAL AIR CONTENT FOR VARIOUS SIZES OF COARSE AGGREGATE FOR NORMAL WEIGHT CONCRETE

Nominal Max. Size of Coarse Aggregate	Size No. (ASTM C 33)	Total Air Content Percent by Volume
3/4	67	4-8
1	57	3.5-6.5

2. Grading for coarse aggregate shall not exceed limits for various size number designation in compliance with ASTM C 33 for various maximum nominal sizes.
3. Water used for mixing concrete, including water absorbed by aggregates and admixture, shall not contain more than 150 ppm of chloride ion.

C. Slump:
1. Proportion concrete to produce maximum slump of 4-in. or less.
2. Tolerance of up to 1-in. above maximum shall be allowed for individual batches provided average for batches or most recent ten batches tested, whichever is fewer, does not exceed maximum limit.
3. Concrete of lower than usual slump may be used provided properly placed and consolidated.
4. Determine slump by ASTM C 143.

D. Admixtures:
1. Comply with ACI 212.1R and ACI 212.2R.
2. Do not use calcium chloride.
3. Use admixtures in accordance with manufacturers instructions.
4. Use only admixtures in work used in establishing design mix.
5. Water-reducing admixtures, or other admixtures accepted by Owner, may be used to produce quality of concrete specified under prevailing placing conditions.

2.3 CONCRETE PROPORTIONING

A. General:
1. Proportion ingredients to produce mixture which will work readily into corners and angles of forms and around reinforcement under conditions of placement to be employed without excessive segregation of materials or excessive collection of free water on surface or excessive bleeding out of free water.
2. Proportion ingredients to produce mixture of required workability, placeability, durability, strength, and other specified properties.

B. Required Strength:

TABLE IA

Type of Construction	Minimum Compressive Strength psi. (28 days)	Total Air (Percent)	Minimum Cement Factor* (Bags/cu.yd.)	Maximum W/C Ratio* (Gals/bg)
Sidewalks and Curbs	3000	4.0 to 8.0	5.0	-
Prestressed Concrete Piling	Class H concrete per TxDOT Standard Specifications – Item 421, Hydraulic Cement Concrete			
Other Concrete Work	4000	4.0 to 8.0	5.5	6.40

* In some instances, maximum water-cement ratios and minimum cement factors may not be compatible due to aggregate characteristics or weather conditions. Under these conditions, water reducing admixture may be introduced into mix. In hot weather, retarding admixture may be added to mix in accordance with manufacturer's recommendations.

C. Normal Weight Concrete: Establish mixture proportions to provide required properties for each class of concrete using one of the methods described below.

1. Method No. 1:
   a. Using materials proposed for work, establish concrete proportions on basis of laboratory trial mixes.
   b. Make at least three trial batches of at least three cylinders per batch at different water-cement ratios which will produce range of strengths within 1000 psi of that specified for each class of concrete for proposed work.
   c. Make trial batches to produce maximum slump within plus or minus 0.75-in. and maximum allowable air content within plus or minus 0.5 percent.
   d. Make and cure cylinders complying with ASTM C 192.
   e. Test for strength at 28 days in accordance with ASTM C 39.
   f. Use results of tests to plot curve showing relationship between water-cement ratio and compressive strength.
   g. For each class of concrete select design water- cement ratio from this curve for average compressive strength 1200 psi greater than specified compressive strength, except that water-cement ratio shall not exceed 6.6 gallons of water per sack (94 lb.) of cement.

2. Method No. 2:
   a. Field test data for concrete made with similar ingredients in previous project may be used to establish mix design for each class of concrete.
   b. Where production facility has record based on 30 consecutive strength tests that represent similar materials and conditions to those expected for each class of concrete, average compressive strength used as basis for selecting proportions shall exceed specified compressive design strength for each class by at least:
      1) 400 psi if standard deviation is less than 300 psi.

2) 550 psi if standard deviation is 300 to 400 psi.
3) 700 psi if standard deviation is 400 to 500 psi.
4) 900 psi if standard deviation is 500 to 600 psi.
5) 1200 psi if standard deviation is above 600 or unknown.

c. Strength test data used to determine standard deviation for each class for above requirement shall represent concrete produced to meet specified design compressive strengths within 1000 psi of that specified for proposed work.
d. For each class of concrete, select water-cement ratio based on Method 2 except that design water- cement ratio shall not exceed 6.6 gallons of water per sack (94 lb.) of cement.

2.4 PRODUCTION OF CONCRETE

A. Ready Mixed Concrete: Batch mix and transport in accordance with ASTM C 94.

PART 3 - EXECUTION

3.1 INSPECTION FOR CONCRETE PLACEMENT

A. Inspect subgrade for conditions detrimental to work and for specified compacted density.

B. Inspect formwork and reinforcing for compliance with specified tolerances.

C. Do not proceed with work until unsatisfactory conditions are corrected.

3.2 EMBEDDED ITEMS FOR CONCRETE

A. Placing Miscellaneous Embedded Items:
1. Place sleeves, inserts, anchors, and other embedded items prior to concreting.
2. Coordinate placing of embedded items required by other trades prior to placing concrete.
3. Position embedded items accurately and support against displacement.
4. Temporarily fill voids in sleeves, inserts, and anchor slots with removable material to prevent entry of concrete into voids.

3.3 PREPARATION FOR PLACING CONCRETE

A. Remove hardened concrete and foreign materials from inner surfaces of conveying equipment.

B. Remove snow, ice, and water from completed formwork.

C. Verify that reinforcement is secured in place.

D. Verify that expansion joint material, anchors, sleeves, and other embedded items are in place.

E. Notify Owner and Engineer minimum of 24 hours before pour. If notifications are not made, Owner may stop placement of concrete.

3.4 PLACING CONCRETE

A. Conveying:
1. Comply with ASTM C 94.

2. Handle concrete as rapidly as practicable by methods which will prevent segregation, loss of ingredient, or damage quality of concrete.
3. Do not use conveying equipment that will restrict continuous placement of concrete.
4. Use horizontal or sloped belt conveyors that will not cause segregation or loss of ingredients.
5. Protect concrete against undue drying or rise in temperature.
6. Do not allow mortar to adhere to return length of belt.
7. Discharge runs longer than 20 ft. into hopper.
8. Use metal or metal lined chutes with slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal.
9. Chute more than 20 ft. long discharging into hoppers may be used.

B. Pumping of Concrete:
1. Design mix to produce pumpable concrete.
2. Pneumatic conveying equipment shall meet requirements of ACI 304R.
3. Slump in pumping or pneumatic conveying equipment: 2-in. maximum.
4. Do not convey through pipe made of aluminum or aluminum alloy.
5. Obtain approval of A/E to use pumped concrete before placing pumped concrete.

C. Depositing:
1. Comply with ACI 304R.
2. Deposit concrete continuously without formation of seams or planes of weakness.
3. If section cannot be placed continuously, provide construction joints.
4. Do not start placing of concrete in supported elements until concrete previously placed is no longer plastic and has been in place two hours minimum.

D Segregation:
1. Deposit concrete as nearly as practicable in final position to prevent segregation due to rehandling or flowing.
2. Do not subject concrete to procedures which will cause segregation.

E. Consolidation:
1. Comply with ACI 309R.
2. Consolidate concrete by vibration, spading, rodding, or forking.
3. Thoroughly work around reinforcement, embedded items, and into corners of forms.
4. Eliminate air or stone pockets which may cause honeycombing, pitting, or planes of weakness.
5. Use internal vibrators with minimum frequency of 8000 vibrations per minute and sufficient amplitude to consolidate concrete effectively.
6. Do not use vibrators to transport concrete within forms.
7. Insert and withdraw vibrators at points approximately 18-in. apart.
8. At each insertion, maintain duration from 5 to 15 sec. to consolidate concrete but not long enough to cause segregation.
9. Keep spare vibrators on job site during concrete placing operations.
10. Where concrete is to have as-cast finish, bring full surface of mortar against form by vibration process and supplemented by spading to work coarse aggregate back from formed surface.
11. Use internal vibration in beams, girders, slabs, and along bulkheads of slabs on grade.

3.5 REPAIR OF CONCRETE SURFACE DEFECTS

A. Preparation:
1. Repair tie holes and surface defects immediately after form removal.
2. Remove honeycombed and otherwise defective concrete down to sound concrete.
3. If chipping is necessary, place edges perpendicular to surface or slightly undercut.
4. No feathered edges will be permitted.
5. Dampen patch minimum of 6-in. of surrounding area.

B. Patching Mixture:
   1. Mix one part cement to 2-1/2 parts sand by damp loose volume.
   2. Match color of surrounding concrete as determined by trial patch.
   3. Add water only as necessary for handling and placing.
   4. Mix patching mortar in advance and allow to stand with frequent manipulation with trowel, without addition of water, until it has reached stiffest consistency that will permit placing.

C. Patch Application:
   1. Apply patching mortar after bonding grout has lost sheen.
   2. Thoroughly consolidate mortar into place and strike off to leave patch slightly higher than surrounding surface.
   3. Leave undisturbed for one hour minimum before being finally finished.

D. Fill tie holes solid with patching mortar after cleaning and dampening.

3.6 FINISHING CONCRETE SLABS

A. Meet requirements of ACI 302.1R.

B. Finishing Tolerances:
   1. True planes within 1/8-in. in 10 ft. as determined by 10 ft. straight edge placed on slab in any direction.

C. Trowel Finish all Concrete Slab Surfaces:
   1. Float finish surface and trowel.
   2. Finished surface shall be free of trowel marks, uniform in texture and appearance, and planed to finishing tolerance.
   3. On surfaces intended to support floor coverings, remove defects which show through floor covering by grinding.

3.7 CURING CONCRETE

A. General:
   1. Comply with ACI 308.
   2. After placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
   3. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration and hardening.

B. Preservation of Moisture for Concrete Surfaces not in Contact with Forms:
   1. Contractor's option:
      a. Ponding or continuous sprinkling.
      b. Absorptive mats or fabric kept continuously wet.
      c. Sand kept continuously wet.
      d. Continuous application of steam not exceeding 150 deg. F. or mist spray.
      e. Curing compound:
         1) Do not use curing compound on floor slab which will receive floor covering or chemical resistant or epoxy coating.
         2) Apply in accordance with manufacturer's recommendations.
         3) Do not apply to surfaces to which additional concrete or resilient materials are to be bonded unless manufacturer certifies that compound will not prevent bond or positive means are taken to completely remove compound.
   2. Use curing compound on concrete surfaces where floor hardener is shown on Drawings.

C. Curing Period: Continue curing for seven days minimum or when average compressive strength of job-cured cylinders has reached 70 percent of specified strength, moisture retention measures may be terminated.

END OF SECTION 033000

SECTION 033110

SEAL SLABS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Concrete seal slabs.

1.2 PRICES

A. Measurement for seal slabs is incidental to pay item.

1.3 SUBMITTALS

A. Conform to all provisions and sections of these specifications.

B. Submit design mix and test data, prepared by a certified independent testing laboratory employed and paid by the Contractor, for each type and strength of Concrete in the project. Include manufacturer's technical information for each type of admixture proposed for use on the project.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete: Class B concrete with a minimum compressive strength at 28 days of 1500 psi, conforming to Section 03305 – Concrete for Utility Construction, or 03310 – Structural Concrete.

PART 3 – EXECUTION

3.1 PLACEMENT OF SEAL SLABS

A. Place seal slabs at locations indicated on Drawings or as directed by the Owner's Representative.

B. Excavate trench or other excavation to depth required for pipe or other installation, plus depth of seal slab. Do not over-excavate.

C. Place seal slabs within 4 hours of excavation to final grade.

END OF SECTION 033110

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
2000 FORT POINT RD
GALVESTON, TEXAS 77550

June 28, 2022

Evaluation Branch

SUBJECT: Permit SWG-2021-00778; Letter of Permission

County of Galveston Texas
Attn: Julie Diaz
4102 Main Street
La Marque, TX 77568

Dear Ms. Diaz:

This is in reference to your request, dated November 29, 2022, submitted on your behalf by Huitt-Zollars, Inc, to conduct work associated with repair of a boat ramp. The project can be located on the U.S.G.S. quadrangle map entitled: Bacliff, Texas.

You may proceed with the discharge of approximately 116-cubic yards of concrete and 4-cubic yards of riprap 5-feet below Mean High Water (MHW) into waters of the United States (WOTUS) to facilitate construction of a 38-foot-long by 29-foot-wide by16-inch-thick boat ramp. Additionally, the proposed discharges include a 9-inch-thick by 4-foot-deep toe wall. This Nationwide Permit (NWP) 3 verification is valid provided the activity is compliant with the NWP General/Regional Conditions, Section 401 of the Water Quality Certification, and the Coastal Management Program, which can be found at: http://www.swg.usace.army.mil/Business-With-Us/Regulatory/Permits/Nationwide-General-Permits/, a hard copy can be provided to you upon request.

NWP 3. Maintenance: Authorizes the repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized.

Based on available information, there appear to be "waters of the United States" and/or "navigable waters of the United States" on the project site. Therefore, your letter resulted in the initiation of the pre-construction notification (PCN) procedure specified for NWP 3. Your application was considered complete on March 2, 2022. The time period to process the PCN expired on or around April 15, 2022. Therefore, according to the NWP regulations, the project is verified under NWP 3.

The NWP verification is valid until the NWP is modified, reissued, or revoked. The subject NWPs authorized in 2021 are scheduled to be modified, reissued, or revoked prior to March 15, 2026. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the

modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Your request is approved by this Letter of Permission (LOP) pursuant to Section 10 of the Rivers and Harbors Act of 1899. The work and/or structure will consist of reconstruction of a boat ramp damaged by Hurricane Harvey by mechanically dredging 267-cubic yards (60-foot-long by 40-foot-wide at 3-foot-deep) of deposited sediment adjacent to the damaged ramp. The dredged material is proposed to be placed in the immediately adjacent wetlands until it is dry. The dredged material will then be disposed of a waste management facility.

All work is to be performed in accordance with the enclosed plans in 8 sheets and the permit conditions. The time limit for completing the work authorized ends on December 31, 2027. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached. The following special condition(s) has/have been added to your authorization:

1. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. When structures or work authorized by this permit are determined by the District Engineer to have become abandoned, obstructive to navigation or cease to be used for the purpose for which they were permitted, such structures or other work must be removed, the area cleared of all obstructions, and written notice given to the Corps of Engineers, Galveston District, Regulatory Division, Chief of the Compliance Branch within 30 days of completion.

3. The permittee must install and maintain, at the permittee's expense, any safety lights, signs and signals required by U.S. Coast Guard, through regulations or otherwise, on the permittee's fixed structures. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, at no later than 30 days prior to installation of any fixed structures in navigable waters and/or prior to installation of any floating private aids to navigation, you are required to contact the Eighth Coast Guard District (dpw), 500 Poydras St., Suite 1230, New Orleans, LA 70130, (504) 671-2328 or via email to: D8oanPATON@uscg.mil. For general

information related to Private Aids to Navigation please visit the Eighth Coast Guard District web site at: https://www.atlanticarea.uscg.mil/District-8/District-Divisions/Waterways/PATON/

If you object to the work authorized or the terms and conditions of this LOP, you may request that the LOP be modified (in accordance with 33 CFR 331.6). To object, you must submit a copy of the completed Request for Appeal (RFA) form to the District Engineer (DE) at the letterhead address, located at the top of this letter. Your objections must be received by the DE within **60 days** of the date of this notice; noting the NAP date is considered day 1, or you will forfeit your right to appeal the LOP in the future. It is not necessary to submit an RFA form to this office if you accept the LOP's terms and conditions.

If, after review by the DE, you are still unsatisfied with the LOP because of certain terms and conditions therein, you may appeal under the Corps of Engineers Administrative Appeal Process by completing Section II of the attached RFA form and sending it to the following address:

Mr. Jamie Hyslop
Administrative Appeals Review Officer
Southwestern Division USACE (CESWD-PD-O)
U.S. Army Corps of Engineers
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-216-8324
Email: Jamie.r.hyslop@usace.army.mil

This LOP does not address nor include any consideration for geographic jurisdiction on aquatic resources and shall not be interpreted as such. If you have any question regarding this LOP, please contact Cecilia Askins at the letterhead address or by telephone at 409-766-3856. Please notify the Chief of the Compliance Branch in the Galveston District Regulatory Division in writing at the letterhead address, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:

Andria Davis
Leader, North Evaluation Unit

cc w/Encl.
Huitt-Zollars, Inc.

Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Coast & Geodetic Survey, Silver Spring, MD

Texas General Land Office

Conditions for Letter of Permission:

General Conditions:

1. The time limit for completing the activity authorized ends on **31 December 2026**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

See Authorization Letter

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

   (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

   ( ) Section 404 of the Clean Water Act (33 U.S.C. 1344).

   ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

   a. This permit does not obviate the need to obtain other Federal, state or local authorizations required by law.

   b. This permit does not grant property rights or exclusive privileges.

   c. This permit does not authorize any injury to the property or rights of others.

   d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

   a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

   b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

   c. Damages to persons, property or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

   d. Design or construction deficiencies associated with the permitted work.

   e. Damage claims associated with any future modification, suspension or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

   a. You fail to comply with the terms and conditions of this permit.

   b. The information provided by you in support of your permit application proves to have been false, incomplete or inaccurate (See 4 above).

   c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it in appropriate to use the suspension, modification and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of time limit.

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE – Typed/Printed Name) *(DATE)*

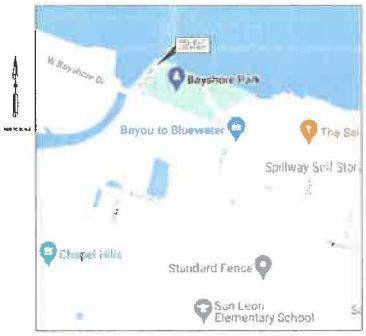
(TRANSFEREE - Signature) *(Mailing Address)*

ENG FORM 1721, NOV 86 EDITION OF SEP 82 IS OBSOLETE (33 CFR 325 (Appendix A))

GALVESTON COUNTY

BAYSHORE PARK BOAT RAMP REPAIR

5437 FM646, BACLIFF, TX 77518



LOCATION MAP



VICINITY MAP

KEY MAP NO: 641 L

SHEET INDEX

Sheet No.	Sheet Title
C-100	COVER
C-101	SITE PLAN
C-102	RAMP SECTIONS & CONCRETE SLAB DETAILS
C-103	SEDIMENT REMOVAL & SWPPP
C-104	STORM WATER POLLUTION PREVENTION PLAN DETAILS

GALVESTON COUNTY
COMMISSIONERS COURT

COUNTY JUDGE	MARK A. HENRY
COMMISSIONER, PRECINCT NO. 1	DARRELL APFFEL
COMMISSIONER, PRECINCT NO. 2	JOE GIUSTI
COMMISSIONER, PRECINCT NO. 3	HANK DUGIE
COMMISSIONER, PRECINCT NO. 4	ROBIN ARMSTRONG

NOTE: A PRE-CONSTRUCTION MEETING WITH GALVESTON COUNTY ENGINEERING DEPARTMENT IS REQUIRED AT LEAST 10 WORKING DAYS PRIOR TO ON SITE CONSTRUCTION ACTIVITIES. CALL (409) 770-5399 FOR A MEETING DATE AND TIME.

5/15/2025
HZ1 JOB NO. R308556.01

HUITT ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4245
281.496.0066
www.huitt-zollars.com

Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

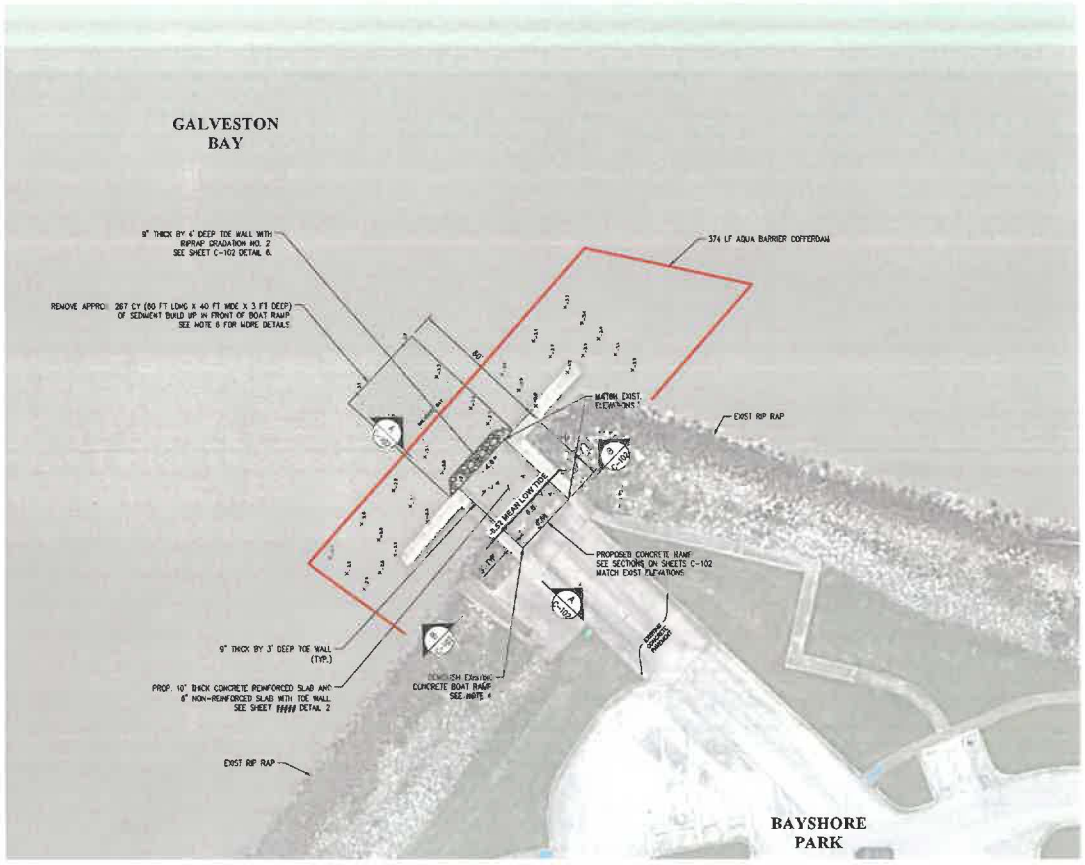
GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

COVER

Project number	R308556.01
Date	5/15/2025
Drawn by	J.S.
Checked by	F.A.

C-100

Scale



N

SCALE: 1"=30'

NOTES:

1. GROOVE PATTERN FOR PROPOSED BOAT RAMP, SEE SHEET C-102 DETAIL 1.
2. BOAT RAMP CONSTRUCTION IN DRY CONDITIONS CONSTRUCTION, MEANS AND METHODS TO BE DETERMINED BY CONTRACTOR, TO BE APPROVED
3. REMOVE
   4 EACH (13.5' (L) X 4' (W) X 0.5' (D)) OF PRE-CAST CONCRETE PLANKS
   10 EACH (8.5' (L) X 8' (W) X 0.5' (D)) OF PRE-CAST CONCRETE PLANKS.
4. CONTRACTOR TO LOCATE ALL UTILITIES INCLUDING EXISTING BURIED CABLES, GAS LINES, IRRIGATION LINES & AT&T CONDUITS AS APPLICABLE BEFORE START OF WORK. CONTRACTOR SHALL NOT USE HEAVY MACHINERY IN AREAS OF EXISTING UTILITIES, USE HAND DIGGING.
5. PRIOR TO BOAT RAMP DEMOLITION, CONTRACTOR SHALL INFORM ENGINEER OF START AND END OF RAMP ELEVATIONS
6. SEDIMENT BUILD UP ON RAMP IS TO BE REMOVED BY MECHANICAL EXCAVATION METHOD AND TRANSPORTED TO A LANDFILL FACILITY. SEE SHEET C-103 FOR MORE DETAILS.
7. AREA OF IMPACT IS 0.08 ACRES.
8. NO WETLANDS ARE AFFECTED BY THIS WORK.
9. ELEVATIONS SHOWN INDICATE THE APPROXIMATE DEPTHS OF WATER.

LEGEND

PROP RIP RAP

PROP CONC RAMP

SEDIMENT BUILD UP

SPOT ELEVATION

M.H.W (MEAN HIGH WATER)= +0.88
M.S.L. (MEAN SEA LEVEL)= 0.0
M.L.W (MEAN LOW WATER)= -0.62

THE STATE OF TEXAS
COUNTY OF GALVESTON

HUITT ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0066
www.huitt-zollars.com

LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
ERIC P. TAYLOR
107999
8-4-25 - 3-31-27

Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

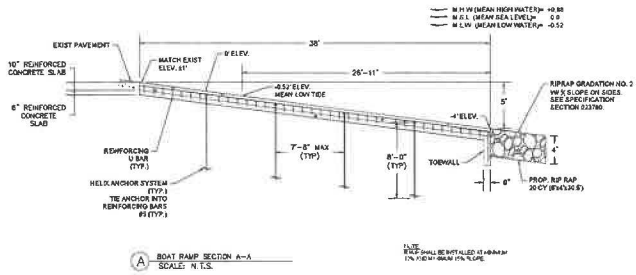
SITE PLAN

Project number	53065401
Date	9/16/2025
Drawn by	J.S.
Checked by	F.A.

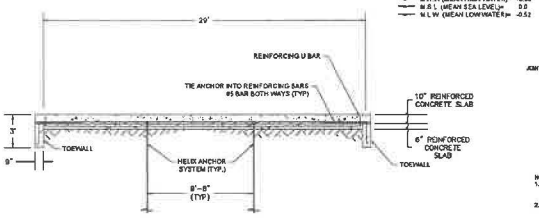
C-101

Scale:

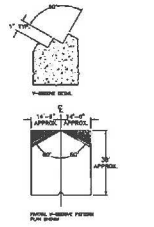
C:\DGN\E (1-1-2026) D1 - post storm damage assessment\12 road & land (1-1 subwaybayshore park land.mod\SHEETS\C-101 SITE PLAN.dwg Plotted: Thu, Nov. 16, 2025 @ 09:14 AM By: JoeMcNew



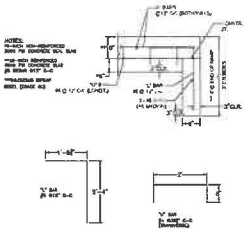
A BOAT RAMP SECTION A–A
SCALE: N.T.S.



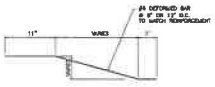
B BOAT RAMP SECTION B–B
SCALE: N.T.S.



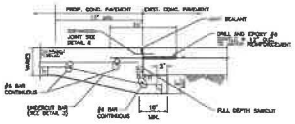
1 BOAT RAMP LAYOUT SHOWING V-GROOVE PATTERN
NOT TO SCALE



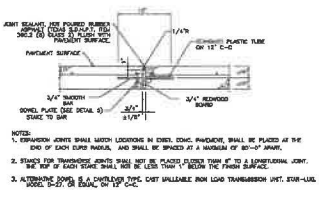
2 BOAT RAMP CONCRETE SLAB DETAIL
NOT TO SCALE



3 DETAIL – UNDERCUT BAR
NOT TO SCALE

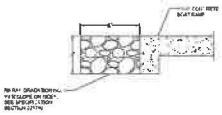


4 SECTION – TYP. PAVEMENT TIE-IN
NOT TO SCALE



NOTES:
1. EXPANSION JOINTS SHALL MATCH LOCATIONS IN EXIST. CONC. PAVEMENT, SHALL BE PLACED AT THE END OF EACH CURB RADIUS, AND SHALL BE SPACED AT A MAXIMUM OF 80'-0" APART.
2. STAKES FOR TRANSVERSE JOINTS SHALL NOT BE PLACED CLOSER THAN 6" TO A LONGITUDINAL JOINT. BAR TOP OF EACH STAKE SHALL NOT BE LESS THAN 1" BELOW THE FINISH SURFACE.
3. ALTERNATIVE DOWEL IS A CANTILEVER TYPE, CAST MALLEABLE IRON LOAD TRANSMISSION UNIT, STAR-LOAD MODEL D-27, OR EQUAL ON 12" C-C.

5 SECTION – TYP. EXPANSION JOINT
NOT TO SCALE



6 SECTION – TYP. RIP RAP AT END OF CONCRETE BOAT RAMP
NOT TO SCALE

THE STATE OF TEXAS
COUNTY OF GALVESTON

HUITT ZOLLARS

10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0065
www.huitt-zollars.com

E. FRANKLIN MOORE
117294
LICENSED
PROFESSIONAL ENGINEER
5-15-2025

Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

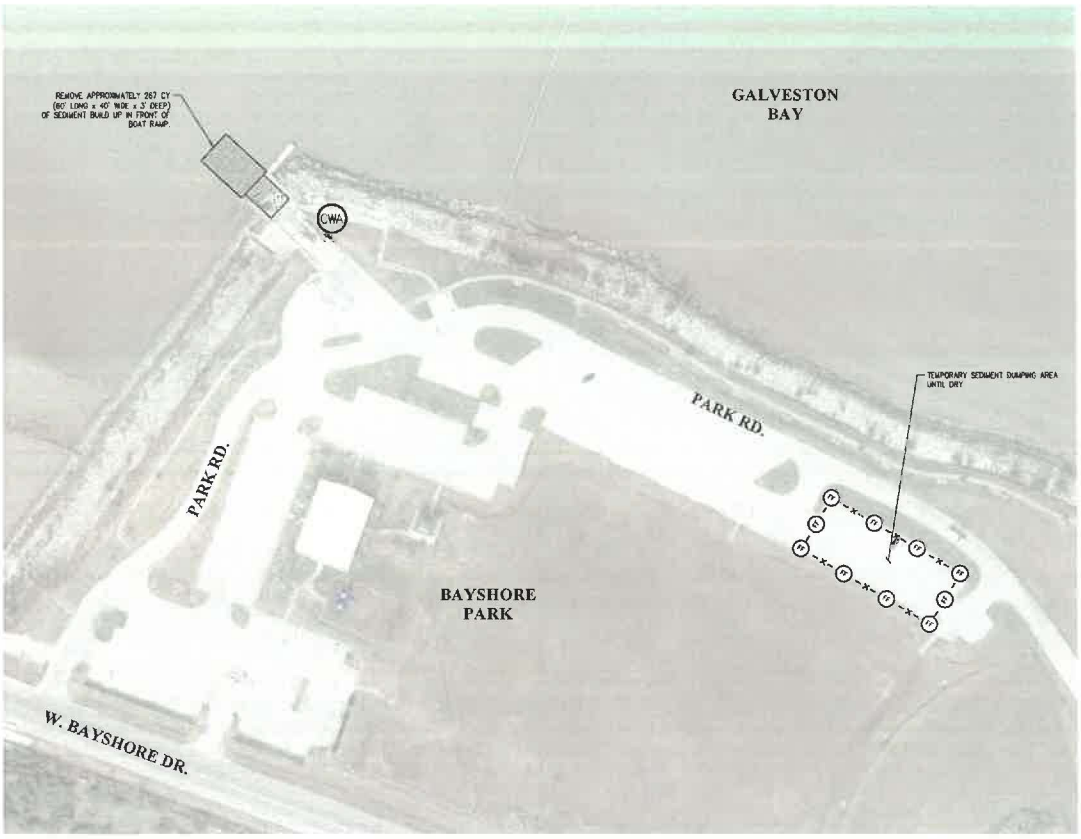
RAMP SECTIONS & CONCRETE SLAB DETAILS

Project number	R308004.01
Date	5/15/2025
Drawn by	J.S.
Checked by	F.A.

C-102

Scale

CADFILE: I:\308004.01 - pmd & damage assessment\110 build & land\Bayshore park boat ramp\MICROSTATION\C-102 RAMP SECTION & Dwg Plotted: Thu, May 15, 2025 @ 10:51 AM By: bselleck



N

0 50' 100'

SCALE: 1"=50'

NOTES:

1. SEDIMENT BUILD UP REMOVED FROM BOAT RAMP IS TO BE DRIED IN AREA INDICATED.
2. CONSTRUCT FILTER FABRIC FENCE AROUND SEDIMENT DUMPING AREA.
3. DRIED SEDIMENT WILL THEN BE MOVED TO A LANDFILL OR WASTE MANAGEMENT FACILITY AT EITHER ADDRESSES BELOW:
   - 3835 AVENUE A, ALTA LOMA, TX 77510
   - 21000 EAST HIGHWAY 6, ALVIN, TX

LEGEND

FILTER FABRIC FENCE

CONCRETE WASH OUT AREA (CWA)

THE STATE OF TEXAS
COUNTY OF GALVESTON

HUITT ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0066
www.huitt-zollars.com

REGISTERED PROFESSIONAL ENGINEER
JOHN M. SCHMIDT
LICENSED
5-15-2025

Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

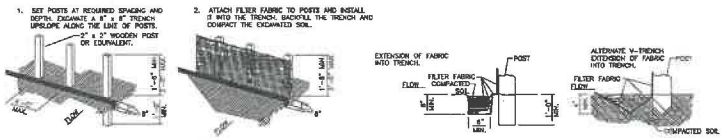
GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

SEDIMENT REMOVAL & SWPPP

Project number	138664.01
Date	5/15/2025
Drawn by	J.S.
Checked by	F.A.

C-103

CADFILE: I:\138664.01 - park storm damage cswnumon\100 work & data\100.1 sat cam\Bayshore park final recs\PlotSET\ENG-100 SEDandSWPPP REMOVAL & SWPPP.dwg Plotted: Thu, May 15, 2025 @ 10:11 AM By: fandallow

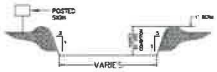


GENERAL NOTES:

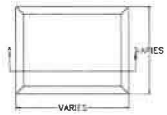
1. SET POSTS AT 4-FEET MAXIMUM SPACING. IF FACTORY PREASSEMBLED FENCE WITH SUPPORT MESHING IS USED, SPACING OF POST MAY BE INCREASED TO 6 FEET MAXIMUM.
2. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, OVERLAP 6 INCHES AT THE POST, FOLD TOGETHER, AND ATTACH TO THE POSTS.
3. REMOVE SEDIMENT DEPOSITS WHEN SILT DEPTH REACHES ONE-THIRD OF THE HEIGHT OF THE FENCE.

FILTER FABRIC FENCE DETAIL

SYMBOL:



SECTION A-A



PLAN VIEW

GENERAL NOTES:

1. POST + SIGN READING "CONCRETE WASH OUT PIT" NEXT TO THE PIT.
2. INSTALL A MINIMUM OF TWO CONCRETE TRUCK SPADES WHERE THE AXLE AND TIRES WASH OUT THAT SPADES IN THE PIT AND NO WHERE ELSE.
3. WHEN THE CONCRETE SETTING AT [illegible] STAGE OUT, THE CONCRETE WASTE SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF PROPERLY BY THE CONTRACTOR. UPON REMOVAL OF THE CONCRETE WASTE, THE WASH OUT PIT SHALL BE FILLED WITH CLEAN FILL MATERIAL AND COMPACTED TO 95% SPD COMPACTION, OR AS DIRECTED BY THE PROJECT SUPERINTENDENT.
4. GROUNDED WATER SHALL NOT BE ALLOWED DIRECTLY ENTERED INTO, OR NOT AT ANY TIME DRAIN INTO THE STORM SEWER SYSTEM OR ANY LOCAL DRAIN, DITCH, OR WATERWAY.
5. CONSTRUCT ENTRY ROAD AND BOTTOM OF WASHOUT AREA TO SUPPORT EXPECTED LOADINGS FROM HAULING EQUIPMENT.

CONCRETE TRUCK WASHOUT AREA

CWA

STANDARD

HUITT ZOLLARS
10350 Richmond Avenue, Suite 300
Houston, Texas 77042-4248
281.496.0066
www.huitt-zollars.com

E-15-2015

Huitt-Zollars Inc.
Firm Registration No. F-761

No.	Description	Date

GALVESTON COUNTY
BAYSHORE PARK
BOAT RAMP REPAIR

STORM WATER
POLLUTION PREVENTION
PLAN DETAILS

Project number	R366664 01
Date	9/18/2015
Drawn by	J.E.
Checked by	P.A.

C-104

Scale

C:\SP\E\R\1\366664 01 - road storm damage assessment\1 0 prod & bid\1 0 1 civil\engineering\sheets\R366664 01 - STORM WATER POLLUTION PREVENTION PLAN DETAILS.dwg Plotted: Thu, May 14, 2015 @ 10:14 AM By: hwhitaker

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

26-42-1208-C
Professional Services- Request transfer within Various Departments to appropriately update spend category allocations based on goods or services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/26/25 11:35 am

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000410
Amendment Date 12/08/2025
Description BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.
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)	5423000:Maintenance and Repairs - Service Equipment	256130 JP Court	1202 Juvenile Justice Fund		Repair and Maintenance - Equipment			$0.00	$500.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	256105 Juvenile Justice - Administration	1202 Juvenile Justice Fund		Repair and Maintenance for Vehicles - Services			$1,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	256105 Juvenile Justice - Administration	1202 Juvenile Justice Fund		Repair and Maintenance - Vehicles			$0.00	$1,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5491000:Insurance	151431 General Self Insurance	6130 Self Insurance Reserve Fund		Claims Paid-Liability - Compensatory Damages			$140,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5491000:Insurance	151431 General Self Insurance	6130 Self Insurance Reserve Fund		Claims Paid-Liability - Punitive Damages			$140,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5491000:Insurance	151431 General Self Insurance	6130 Self Insurance Reserve Fund		Claims Paid-Liability			$0.00	$280,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	291010 Emergency Management	1101 General Fund		Software Maintenance			$2,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	291010 Emergency Management	1101 General Fund		Software Licensing			$3,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	291010 Emergency Management	1101 General Fund		Software Licensing and Maintenance			$0.00	$5,500.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	114031 Election Services	2103 Election Services Contract Fund		Capital Outlay for Technology - Services			$30,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	114031 Election Services	2103 Election Services Contract Fund		Capital Outlay for Technology - Goods			$70,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	114031 Election Services	2103 Election Services Contract Fund		Capital Outlay-Technology			$0.00	$100,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5449000:Social and Human Services - Other	114031 Election Services	2103 Election Services Contract Fund		Voter Expenditures - Services			$9,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5349000:Social and Human Services - Other (Supplies)	114031 Election Services	2103 Election Services Contract Fund		Voter Expenditures - Goods			$21,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5449000:Social and Human Services - Other	114031 Election Services	2103 Election Services Contract Fund		Voter Expenditures			$0.00	$30,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114031 Election Services	2103 Election Services Contract Fund		Repair and Maintenance for Equipment - Services			$102,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	114031 Election Services	2103 Election Services Contract Fund		Repair and Maintenance for Equipment - Goods			$238,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114031 Election Services	2103 Election Services Contract Fund		Repair and Maintenance - Equipment			$0.00	$340,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114030 Election Expense	1101 General Fund		Repair and Maintenance for Equipment - Services			$7,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	114030 Election Expense	1101 General Fund		Repair and Maintenance for Equipment - Goods			$17,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114030 Election Expense	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$25,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	126100 District Clerk	1101 General Fund		Repair and Maintenance for Equipment - Services			$2,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	126100 District Clerk	1101 General Fund		Repair and Maintenance for Equipment - Goods			$2,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	126100 District Clerk	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$4,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	128900 Court Reporter	2219 Court Reporter Services Fund		Software Licensing			$10,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	128900 Court Reporter	2219 Court Reporter Services Fund		Software Licensing and Maintenance			$0.00	$10,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	151500 County Tax Assessor Collector	1101 General Fund		Repair and Maintenance for Equipment - Services			$920.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	151500 County Tax Assessor Collector	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$920.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	610200 County Extension Service	1101 General Fund		Repair and Maintenance for Equipment - Services			$1,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	610200 County Extension Service	1101 General Fund		Repair and Maintenance for Equipment - Goods			$1,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	610200 County Extension Service	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$2,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Software Maintenance			$52,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Software Licensing			$122,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Software Licensing and Maintenance			$0.00	$175,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Capital Outlay for Technology - Services			$90,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Capital Outlay for Technology - Goods			$210,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Capital Outlay-Technology			$0.00	$300,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Repair and Maintenance for Equipment - Services			$20,910.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Repair and Maintenance for Equipment - Goods			$48,790.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114020 County Clerks Records Management and Preservation	2102 County Clerk Records Management and Preservation Fund		Repair and Maintenance - Equipment			$0.00	$69,700.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114000 County Clerk	1101 General Fund		Repair and Maintenance for Equipment - Services			$3,900.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	114000 County Clerk	1101 General Fund		Repair and Maintenance for Equipment - Goods			$9,100.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	114000 County Clerk	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$13,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	151300 County Auditor	1101 General Fund		Repair and Maintenance for Equipment - Services			$200.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	151300 County Auditor	1101 General Fund		Repair and Maintenance for Equipment - Goods			$500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	151300 County Auditor	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$700.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	223400 Constable Precinct #2	1101 General Fund		Training Services			$400.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5340000:Education Supplies	223400 Constable Precinct #2	1101 General Fund		Training Supplies			$600.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	223400 Constable Precinct #2	1101 General Fund		Training and Training Supplies			$0.00	$1,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	223700 Constable Precinct #1	1101 General Fund		Training Services			$1,700.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5340000:Education Supplies	223700 Constable Precinct #1	1101 General Fund		Training Supplies			$4,150.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	223700 Constable Precinct #1	1101 General Fund		Training and Training Supplies			$0.00	$5,850.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5340000:Education Supplies	443300 Child Welfare	1206 Child Welfare Fund		Community Education - Reimbursements			$40,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	443300 Child Welfare	1206 Child Welfare Fund		Community Education			$0.00	$40,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	522042 Beach Maintenance	2601 Beach and Parks Fund		Repair and Maintenance for Equipment - Services			$6,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	522042 Beach Maintenance	2601 Beach and Parks Fund		Repair and Maintenance for Equipment - Goods			$6,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	522042 Beach Maintenance	2601 Beach and Parks Fund		Repair and Maintenance - Equipment			$0.00	$12,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5361000:Minor Equipment - Vehicle Supplies Non Capital	522042 Beach Maintenance	2601 Beach and Parks Fund		Vehicle Make Ready - Goods			$12,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5361000:Minor Equipment - Vehicle Supplies Non Capital	522042 Beach Maintenance	2601 Beach and Parks Fund		Vehicle Make Ready			$0.00	$12,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5428000:Grounds Maintenance	522020 Beach and Parks Department	1101 General Fund		Maintenance for Grounds - Services			$53,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5328000:Grounds Maintenance Supplies	522020 Beach and Parks Department	1101 General Fund		Maintenance for Grounds - Goods			$17,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5428000:Grounds Maintenance	522020 Beach and Parks Department	1101 General Fund		Maintenance - Grounds			$0.00	$70,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5424000:Maintenance and Repairs - Buildings	522020 Beach and Parks Department	1101 General Fund		Repair and Maintenance for Buildings - Services			$40,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5354000:Repair and Maintenance Supplies - Buildings	522020 Beach and Parks Department	1101 General Fund		Repair and Maintenance for Buildings - Goods			$44,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	223800 Constable Precinct #4	1101 General Fund		Software Licensing and Maintenance			$0.00	$4,500.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	223800 Constable Precinct #4	1101 General Fund		Software Licensing			$4,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	451110 Senior Citizens Program	1101 General Fund		Repair and Maintenance for Equipment - Services			$2,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	117500 Veteran's Services	1101 General Fund		Software Maintenance			$2,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	451110 Senior Citizens Program	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$2,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	117500 Veteran's Services	1101 General Fund		Software Licensing and Maintenance			$0.00	$2,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	296121 Seawall Maintenance	2370 Flood Control Fund		Repair and Maintenance for Equipment - Services			$101,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	296121 Seawall Maintenance	2370 Flood Control Fund		Repair and Maintenance for Equipment - Goods			$43,500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	296121 Seawall Maintenance	2370 Flood Control Fund		Repair and Maintenance - Equipment			$0.00	$145,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5424000:Maintenance and Repairs - Buildings	522020 Beach and Parks Department	1101 General Fund		Repair and Maintenance - Buildings			$0.00	$85,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5425000:Maintenance and Repairs - Roads, Bridges and Other	312120 F.M. Lateral Road	2301 Road and Bridge Fund		Repair and Maintenance for Roads & Bridges - Services			$1,510,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	522020 Beach and Parks Department	1101 General Fund		Repair and Maintenance for Equipment - Services			$17,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5425000:Maintenance and Repairs - Roads, Bridges and Other	312120 F.M. Lateral Road	2301 Road and Bridge Fund		Repair and Maintenance - Road and Bridges			$0.00	$1,510,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	522020 Beach and Parks Department	1101 General Fund		Repair and Maintenance for Equipment - Goods			$3,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	312110 Road Department	2301 Road and Bridge Fund		Software Licensing			$44,290.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	522020 Beach and Parks Department	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$20,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	312110 Road Department	2301 Road and Bridge Fund		Software Licensing and Maintenance			$0.00	$44,290.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5354000:Repair and Maintenance Supplies - Buildings	312110 Road Department	2301 Road and Bridge Fund		Repair and Maintenance for Buildings - Goods			$2,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5424000:Maintenance and Repairs - Buildings	312110 Road Department	2301 Road and Bridge Fund		Repair and Maintenance - Buildings			$0.00	$2,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	411100 Mosquito Control District	2410 Mosquito Control District Fund		Software Maintenance			$13,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	411100 Mosquito Control District	2410 Mosquito Control District Fund		Software Licensing			$5,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	411100 Mosquito Control District	2410 Mosquito Control District Fund		Software Licensing and Maintenance			$0.00	$18,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	411100 Mosquito Control District	2410 Mosquito Control District Fund		Training Services			$8,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5340000:Education Supplies	411100 Mosquito Control District	2410 Mosquito Control District Fund		Training Supplies			$2,000.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	411100 Mosquito Control District	2410 Mosquito Control District Fund		Training and Training Supplies			$0.00	$10,000.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	256118 Detention	1202 Juvenile Justice Fund		Repair and Maintenance for Equipment - Goods			$500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	256118 Detention	1202 Juvenile Justice Fund		Repair and Maintenance - Equipment			$0.00	$500.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	256130 JP Court	1202 Juvenile Justice Fund		Repair and Maintenance for Equipment - Services			$500.00	$0.00	BA 26-42-1208--C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Veterans Services Requests.pdf

File Name Veterans Services Requests.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 10:50:14 AM
Comment

Copy of Senior Citizens Program Requests.pdf

File Name Copy of Senior Citizens Program Requests.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 10:50:14 AM
Comment

Seawall Mainenance Request Goods and Services.pdf

File Name	Seawall Mainenance Request Goods and Services.pdf
Content Type	application/pdf
Updated By	Gabriela De Los Santos
Upload Date	11/20/2025 10:50:14 AM
Comment	

Road & Bridge Request Goods and Services.pdf

File Name	Road & Bridge Request Goods and Services.pdf
Content Type	application/pdf
Updated By	Gabriela De Los Santos
Upload Date	11/20/2025 10:50:14 AM
Comment	

Mosquito Control Requests.pdf

File Name	Mosquito Control Requests.pdf
Content Type	application/pdf
Updated By	Gabriela De Los Santos
Upload Date	11/20/2025 10:50:14 AM
Comment	

Juvenile Justice Requests.pdf

File Name	Juvenile Justice Requests.pdf
Content Type	application/pdf
Updated By	Gabriela De Los Santos
Upload Date	11/20/2025 10:50:14 AM
Comment	

General Self Insurance Requests.pdf

File Name	General Self Insurance Requests.pdf
Content Type	application/pdf
Updated By	Gabriela De Los Santos
Upload Date	11/20/2025 10:50:14 AM
Comment	

Updated Spend Category Allocations 10_28_2025_Emergency Management.pdf

File Name	Updated Spend Category Allocations 10_28_2025_Emergency Management.pdf
Content Type	application/pdf
Updated By	Gabriela De Los Santos
Upload Date	11/20/2025 10:50:14 AM
Comment	

1101-2103-70%-30% Splits_Elections.pdf

File Name	1101-2103-70%-30% Splits_Elections.pdf
Content Type	application/pdf

Updated By Gabriela De Los Santos
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District Clerk Requests.pdf

File Name District Clerk Requests.pdf
Content Type application/pdf
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Copy of Court Reporter Requests.pdf

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County Tax Assessor Collector Request.pdf

File Name County Tax Assessor Collector Request.pdf
Content Type application/pdf
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County Extension - Updated Spend Category Allocations.pdf

File Name County Extension - Updated Spend Category Allocations.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 10:50:14 AM
Comment

1201-1101-2102 70%-30% Split - Archive-County Clerk-RMP (1).pdf

File Name 1201-1101-2102 70%-30% Split - Archive-County Clerk-RMP (1).pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
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County Auditor Requests.pdf

File Name County Auditor Requests.pdf
Content Type application/pdf
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Constable Pct. 4 Spend Category Split.pdf

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Updated By Gabriela De Los Santos
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UPDATED SPEND CATAGORY ALLOCATIONS CONSTABLE PCT. 2.pdf

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Content Type application/pdf
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Copy of Constable Pct#1 Requests.pdf

File Name Copy of Constable Pct#1 Requests.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 10:50:14 AM
Comment

Child Welfare Requests-Diana (updated 110625).pdf

File Name Child Welfare Requests-Diana (updated 110625).pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 10:50:14 AM
Comment

Copy of Beach and Parks Dept. Requests-Julie Walker.pdf

File Name Copy of Beach and Parks Dept. Requests-Julie Walker.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 10:50:14 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	11/20/2025 02:59:14 PM	11/21/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	11/20/2025 04:28:49 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		11/21/2025		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	11/21/2025 11:50:38 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	11/21/2025 12:02:27 PM	11/23/2025	Monica Gracia (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	11/21/2025 01:26:43 PM	11/23/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/23/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 12/08/2025 : BAT-0000427

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000427
Amendment Date 12/08/2025
Description BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.
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)	5419000:Other Professional Services	211131 Identification Division	1101 General Fund		Software Maintenance			$8,007.90	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	211131 Identification Division	1101 General Fund		Software Licensing			$18,685.10	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	211131 Identification Division	1101 General Fund		Software Licensing and Maintenance			$0.00	$26,693.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211131 Identification Division	1101 General Fund		Repair and Maintenance for Equipment - Services			$600.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	211131 Identification Division	1101 General Fund		Repair and Maintenance for Equipment - Goods			$1,400.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211131 Identification Division	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$2,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	211101 Sheriff Administration	1101 General Fund		Software Maintenance			$20,807.10	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	211101 Sheriff Administration	1101 General Fund		Software Licensing			$48,549.90	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	211101 Sheriff Administration	1101 General Fund		Software Licensing and Maintenance			$0.00	$69,357.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	211101 Sheriff Administration	1101 General Fund		Training Services			$16,500.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5340000:Education Supplies	211101 Sheriff Administration	1101 General Fund		Training Supplies			$38,500.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	211101 Sheriff Administration	1101 General Fund		Training and Training Supplies			$0.00	$55,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211101 Sheriff Administration	1101 General Fund		Repair and Maintenance for Equipment - Services			$150.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	211101 Sheriff Administration	1101 General Fund		Repair and Maintenance for Equipment - Goods			$350.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211101 Sheriff Administration	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$500.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211101 Sheriff Administration	1101 General Fund		Repair and Maintenance for Boats - Services			$10,500.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5315000:Motor Vehicles Supplies	211101 Sheriff Administration	1101 General Fund		Repair and Maintenance for Boats - Goods			$24,500.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211101 Sheriff Administration	1101 General Fund		Repair and Maintenance - Boats			$0.00	$35,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211133 Sheriff Corrections	1101 General Fund		Repair and Maintenance for Equipment - Services			$9,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	211133 Sheriff Corrections	1101 General Fund		Repair and Maintenance for Equipment - Goods			$21,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211133 Sheriff Corrections	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$30,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	211143 Patrol Division	1101 General Fund		Training Services			$1,110.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5340000:Education Supplies	211143 Patrol Division	1101 General Fund		Training Supplies			$2,590.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	211143 Patrol Division	1101 General Fund		Training and Training Supplies			$0.00	$3,700.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211171 Sheriff Communications	1101 General Fund		Repair and Maintenance for Equipment - Services			$900.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	211171 Sheriff Communications	1101 General Fund		Repair and Maintenance for Equipment - Goods			$2,100.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211171 Sheriff Communications	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$3,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211150 Sheriff Warrants Division	1101 General Fund		Repair and Maintenance for Equipment - Services			$150.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	211150 Sheriff Warrants Division	1101 General Fund		Repair and Maintenance for Equipment - Goods			$350.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211150 Sheriff Warrants Division	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$500.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211121 Criminal Investigation	1101 General Fund		Repair and Maintenance for Equipment - Services			$900.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	211121 Criminal Investigation	1101 General Fund		Repair and Maintenance for Equipment - Goods			$2,100.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211121 Criminal Investigation	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$3,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	159100 Information Technology	1101 General Fund		Software Maintenance			$455,799.03	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	159100 Information Technology	1101 General Fund		Software Licensing			$55,523.97	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	159100 Information Technology	1101 General Fund		Software Licensing and Maintenance			$0.00	$511,323.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	159100 Information Technology	1101 General Fund		Training Services			$6,950.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	159100 Information Technology	1101 General Fund		Training and Training Supplies			$0.00	$6,950.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	159100 Information Technology	1101 General Fund		Repair and Maintenance for Equipment - Services			$54,500.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	159100 Information Technology	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$54,500.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5419000:Other Professional Services	172111 Fleet Management	1101 General Fund		Software Maintenance			$152,837.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5410000:professional and Technical Services	172111 Fleet Management	1101 General Fund		Software Licensing and Maintenance			$0.00	$152,837.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	1101 General Fund		Repair and Maintenance for Vehicles - Services			$80,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5315000:Motor Vehicles Supplies	172111 Fleet Management	1101 General Fund		Repair and Maintenance for Vehicles - Goods			$120,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	1101 General Fund		Repair and Maintenance - Vehicles			$0.00	$200,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	2370 Flood Control Fund		Repair and Maintenance for Equipment - Services			$25,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	172111 Fleet Management	2370 Flood Control Fund		Repair and Maintenance for Equipment - Goods			$35,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	2370 Flood Control Fund		Repair and Maintenance - Equipment			$0.00	$60,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	2301 Road and Bridge Fund		Repair and Maintenance for Equipment - Services			$116,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	172111 Fleet Management	2301 Road and Bridge Fund		Repair and Maintenance for Equipment - Goods			$170,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	2301 Road and Bridge Fund		Repair and Maintenance - Equipment			$0.00	$286,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	1204 Beach Maintenance-Road and Bridge Fund		Repair and Maintenance for Equipment - Services			$10,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	172111 Fleet Management	1204 Beach Maintenance-Road and Bridge Fund		Repair and Maintenance for Equipment - Goods			$20,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	1204 Beach Maintenance-Road and Bridge Fund		Repair and Maintenance - Equipment			$0.00	$30,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	1101 General Fund		Repair and Maintenance for Equipment - Services			$34,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	172111 Fleet Management	1101 General Fund		Repair and Maintenance for Equipment - Goods			$50,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	172111 Fleet Management	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$84,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5418000:Motor Vehicle Services	172111 Fleet Management	1101 General Fund		Vehicle Make Ready - Services			$60,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5361000:Minor Equipment - Vehicle Supplies Non Capital	172111 Fleet Management	1101 General Fund		Vehicle Make Ready - Goods			$100,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5361000:Minor Equipment - Vehicle Supplies Non Capital	172111 Fleet Management	1101 General Fund		Vehicle Make Ready			$0.00	$160,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5428000:Grounds Maintenance	170100 Facilities Services	1101 General Fund		Maintenance for Grounds - Services			$70,000.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5428000:Grounds Maintenance	170100 Facilities Services	1101 General Fund		Maintenance - Grounds			$0.00	$70,000.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	170100 Facilities Services	1101 General Fund		Training Services			$700.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5495000:Education and Training	170100 Facilities Services	1101 General Fund		Training and Training Supplies			$0.00	$700.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5424000:Maintenance and Repairs - Buildings	170100 Facilities Services	1101 General Fund		Repair and Maintenance for Buildings - Services			$320,620.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5354000:Repair and Maintenance Supplies - Buildings	170100 Facilities Services	1101 General Fund		Repair and Maintenance for Buildings - Goods			$879,780.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5424000:Maintenance and Repairs - Buildings	170100 Facilities Services	1101 General Fund		Repair and Maintenance - Buildings			$0.00	$1,200,400.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	170100 Facilities Services	1101 General Fund		Repair and Maintenance for Equipment - Services			$151,790.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	170100 Facilities Services	1101 General Fund		Repair and Maintenance for Equipment - Goods			$447,510.00	$0.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	170100 Facilities Services	1101 General Fund		Repair and Maintenance - Equipment			$0.00	$599,300.00	BA 26-42-1208-C; Request transfer within Various Departments to appropriately update spend category allocations based on goods or services.	

Sheriff's Office Requests.pdf

File Name Sheriff's Office Requests.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 11:59:56 AM
Comment

Copy of Information Tech. Requests-Misty Witmer.pdf

File Name Copy of Information Tech. Requests-Misty Witmer.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/20/2025 11:59:56 AM
Comment

Fleet Management Requests 11.20.25.pdf

File Name Fleet Management Requests 11.20.25.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
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Facilities Requests-Misty Witmer_Updated.pdf

File Name Facilities Requests-Misty Witmer_Updated.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos

Upload Date 11/20/2025 11:59:56 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	11/20/2025 02:59:52 PM	11/21/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	11/20/2025 04:28:55 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		11/21/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	11/21/2025 11:56:28 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	11/21/2025 12:11:07 PM	11/23/2025	Elizabeth Bryant (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	11/21/2025 01:26:55 PM	11/23/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/23/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Fund Code	Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101	1101 General Fund	117500 Veteran's Services	5410000 - Software Licensing and Maintenance	2,000.00	1	2,000	Software Licensing and Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	2,000.00	2,000.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	451110 Senior Citizens Program	5423000 - Repair and Maintenance - Equipment	$995.33	$6,703.70	$505.00	$1,000.00	$1,000.00	$1,000.00	$2,000.00	For repairs of various equipment in senior centers. Adding routine service repair for fitness equipment, so requesting an increase.	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$2,000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
2370 Flood Control Fund	296121 Seawall Maintenance	5423000 - Repair and Maintenance - Equipment	$141,485.45	$144,214.03	$24,412.48	$145,000.00	$145,000.00	$145,000.00	$145,000.00	Repairs on roller gates & Lube systems	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$43,500	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$101,500

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
2301 Road and Bridge Fund	312110 Road Department	5424000 - Repair and Maintenance - Buildings	$883.77	$2,037.80	$1,298.67	$2,000.00	$2,000.00	$2,000.00	$2,000.00	Building supplies	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$2,000	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
2301 Road and Bridge Fund	312110 Road Department	5410000 - Software Licensing and Maintenance	1,200.00	1	1,200	ESRI annual extension of current road / sign software license	Software Licensing	5419000:Other Professional Services	$ 1,200.00	Software Maintenance	5419000:Other Professional Services	-	1,200.00
2301 Road and Bridge Fund	312110 Road Department	5410000 - Software Licensing and Maintenance	15,000.00	1	15,000	Dynamic Infrastructure annual subscription fee for perpetual data retention, data analysis and maintenance planning of Galveston County off system bridge inventory.	Software Licensing	5419000:Other Professional Services	$ 15,000.00	Software Maintenance	5419000:Other Professional Services	-	15,000.00
2301 Road and Bridge Fund	312110 Road Department	5410000 - Software Licensing and Maintenance	27,250.00	1	27,250	iWorQ annual renewal to manage, store & collect the departments maintenance records.	Software Licensing	5419000:Other Professional Services	$ 27,250.00	Software Maintenance	5419000:Other Professional Services	-	27,250.00
2301 Road and Bridge Fund	312110 Road Department	5410000 - Software Licensing and Maintenance	840.00	1	840	Flexi annual renewal for sign fabrication software license.	Software Licensing	5419000:Other Professional Services	$ 840.00	Software Maintenance	5419000:Other Professional Services	-	840.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
2301 Road and Bridge Fund	312120 F.M. Lateral Road	5425000 - Repair and Maintenance - Road and Bridges	$300,618.84	$286,557.92	$400,744.53	$1,470,000.00	$1,470,000.00	$1,470,000.00	$1,510,000.00	all contracted maintenance work	Repair and Maintenance for Roads & Bridges - Goods	5324000:Repair and Maintenance - Roads and Bridges Supplies		Repair and Maintenance for Roads & Bridges - Services	5425000:Maintenance and Repairs - Roads, Bridges and Other	$1,510,000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
2410 Mosquito Control District Fund	411100 Mosquito Control District	5495000 - Training and Training Supplies	$-	$-	$-	$10,000.00	$10,000.00	$10,000.00	$10,000.00	no increase, stayed same	Training Supplies	5340000:Education Supplies	2000	Training Services	5495000:Education and Training	8000

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
2410 Mosquito Control District Fund	411100 Mosquito Control District	5410000 - Software Licensing and Maintenance	18,000.00	1	18,000	We have to buy credits yearly	Software Licensing	5419000:Other Professional Services	5,000.00	Software Maintenance	5419000:Other Professional Services	13,000.00	18,000.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1202 Juvenile Justice Fund	256105 Juvenile Justice - Administration	5423000 - Repair and Maintenance - Vehicles	$-	$-	$-	$1,000.00	$1,000.00	$1,000.00	$1,000.00	Maintenance and repairs to county vehicles	Repair and Maintenance for Vehicles - Goods	5315000:Motor Vehicles		Repair and Maintenance for Vehicles - Services	5423000:Maintenance and Repairs - Service Equipment	$1,000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1202 Juvenile Justice Fund	256130 JP Court	5423000 - Repair and Maintenance - Equipment	$-	$-	$-	$500.00	$500.00	$500.00	$500.00	Maintenance and repair for equipment	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment		Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$500.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1202 Juvenile Justice Fund	256118 Detention	5423000 - Repair and Maintenance - Equipment	$-	$-	$-	$500.00	$500.00	$500.00	$500.00	Maintenance and repair for equipment	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$500	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
6130 Self Insurance Reserve Fund	151431 General Self Insurance	5491000 - Claims Paid-Liability	$ -	$ -	$ 6,070.31	$ 280,000.00	$ 280,000.00	$ 280,000.00	$ 280,000.00	Claim Paid-Liabliity	Claims Paid-Liability - Punitive Damages	5491000:Insurance	140000	Claims Paid-Liability - Compensatory Damages	5491000:Insurance	140000	280000

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	291010 Emergency Management	5410000 - Software Licensing and Maintenance	5,500.00	1	5,500	These costs support software licensing and maintenance to support OEM operations.	Software Licensing	5419000:Other Professional Services	3,000.00	Software Maintenance	5419000:Other Professional Services	2,500.00	5,500.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	
1101 General Fund	114030 Election Expense	5423000 - Repair and Maintenance - Equipment	$215,271.00	$1,776.00	$261,610.00	$25,000.00	$340,000.00	$25,000.00	$25,000.00	Maintenance & Repairs -Equipment	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$17,500.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$7,500.00
2103 Election Services Contract Fund	114031 Election Services	5423000 - Repair and Maintenance - Equipment	$-	$-	$7,621.95	$315,000.00	$315,000.00	$315,000.00	$340,000.00	Per Diana's File.	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	220,500.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$94,500.00
2103 Election Services Contract Fund	114031 Election Services	5449000 - Voter Expenditures	$-	$-	$3,663.44	$18,000.00	$18,000.00	$18,000.00		Election related purchases including but not limited to warehouse equipment, steel for repairing equipment, supplies for the welder, tools, cones, ballot shredder and other equipment as needed	Voter Expenditures - Goods	5349000:Social and Human Services - Other (Supplies)		Voter Expenditures - Services	5449000:Social and Human Services - Other	
2103 Election Services Contract Fund	114031 Election Services	5449000 - Voter Expenditures	$-	$-	$3,663.44	$18,000.00	$18,000.00	$18,000.00	$30,000.00	Per Diana's File.	Voter Expenditures - Goods	5349000:Social and Human Services - Other (Supplies)	$21,000.00	Voter Expenditures - Services	5449000:Social and Human Services - Other	$9,000.00
2103 Election Services Contract Fund	114031 Election Services	5700000 - Capital Outlay-Technology	$-	$-	$94,000.00	$-	$400,000.00	$-		Additional Election needs as they arise and or legislative changes	Capital Outlay for Technology - Goods	5700000:Capital Outlays		Capital Outlay for Technology - Services	5700000:Capital Outlays	
2103 Election Services Contract Fund	114031 Election Services	5700000 - Capital Outlay-Technology	$-	$-	$94,000.00	$-	$400,000.00	$-	$100,000.00	Per Diana's File.	Capital Outlay for Technology - Goods	5700000:Capital Outlays	$70,000	Capital Outlay for Technology - Services	5700000:Capital Outlays	$30,000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	126100 District Clerk	5423000 - Repair and Maintenance - Equipment	$438.00	$1,097.00	$399.00	$3,500.00	$3,500.00	$3,500.00	$4,000.00	Required for yearly file mark maintenance	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	2,000.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	2,000.00

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
2219 Court Reporter Services Fund	128900 Court Reporter	5410000 - Software Licensing and Maintenance	10,000.00	1	10,000	Court Reporter Software renewals	Software Licensing	5419000:Other Professional Services	10,000.00	Software Maintenance	5419000:Other Professional Services	$0	10,000.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	151500 County Tax Assessor Collector	5423000 - Repair and Maintenance - Equipment	$ 850.00	$ 850.00	$ 2,701.13	$ 900.00	$ 6,385.00	$ 900.00	$ 920.00	Check Scanner Maintenance, RemitPlus	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment		Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	920	920

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	610200 County Extension Service	5423000 - Repair and Maintenance - Equipment	$3,882.28	$777.00	$-	$2,000.00	$2,000.00	$2,000.00	$2,000.00	Funding supports maintenance and repair of equipment to ensure it remains safe, functional, and available for educational use and community engagement activities.	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	1000	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	1000

Fund Name	Level Name	Expense GL Accounts Name	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	114000 County Clerk	5423000 - Repair and Maintenance - Equipment	$13,000.00	Maintenance & Repairs on Timestamp clocks	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$9,100.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$3,900.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
2102 County Clerk Records Management and Preservation Fund	114020 County Clerks Records Management and Preservation	5423000 - Repair and Maintenance - Equipment	$64,028.73	$-	$68,023.35	$69,700.00	$69,700.00	$69,700.00	$69,700.00	Maintenance and Licensing on contracts	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$48,790.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$20,910.00
2102 County Clerk Records Management and Preservation Fund	114020 County Clerks Records Management and Preservation	5700000 - Capital Outlay-Technology	$-	$-	$-	$-	$300,000.00	$-	$300,000.00	AC's for TC building	Capital Outlay for Technology - Goods	5700000:Capital Outlays	$210,000.00	Capital Outlay for Technology - Services	5700000:Capital Outlays	$90,000.00

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
2102 County Clerk Records Management and Preservation Fund	114020 County Clerks Records Management and Preservation	5410000 - Software Licensing and Maintenance	100,000.00	1	100,000	Software to search Real Property Records	Software Licensing	5419000:Other Professional Services	$70,000.00	Software Maintenance	5419000:Other Professional Services	$30,000.00	100,000.00
2102 County Clerk Records Management and Preservation Fund	114020 County Clerks Records Management and Preservation	5410000 - Software Licensing and Maintenance	75,000.00	1	75,000	Odyssey Modules/Licenses	Software Licensing	5419000:Other Professional Services	$52,500.00	Software Maintenance	5419000:Other Professional Services	$22,500.00	75,000.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	151300 County Auditor	5423000 - Repair and Maintenance - Equipment	$ -	$ -	$ -	$ 700.00	$ 700.00	$ 700.00	$ 700.00	N/A	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	500	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	200	700

Fund Name	Level Name	Expense GL Accounts Name	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services - Amount	Total
1101 General Fund	223800 Constable Precinct #4	5419000 - Software Licensing and Maintenance	4,500	DroneSense Annual Subscription	Software Licensing	5419000: Other Professional Services	4,500	Software Maintenance	5419000: Other Professional Services		

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	223400 Constable Precinct #2	5495000 - Training and Training Supplies	$258.64	$345.00	$-	$500.00	$1,000.00	$500.00	$1,000.00	Training and training supplies	Training Supplies	5340000:Education Supplies	$600.00	Training Services	5495000:Education and Training	$400.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	223700 Constable Precinct #1	5495000 - Training and Training Supplies	$-	$-	$3,000.00	$-	$3,320.95	$-	$600.00	Analyst Training Course	Training Supplies	5340000:Education Supplies	$0	Training Services	5495000:Education and Training	$600.00
1101 General Fund	223700 Constable Precinct #1	5495000 - Training and Training Supplies	$-	$-	$3,000.00	$-	$3,320.95	$-	$150.00	ATF Targets	Training Supplies	5340000:Education Supplies	$150	Training Services	5495000:Education and Training	$0
1101 General Fund	223700 Constable Precinct #1	5495000 - Training and Training Supplies	$-	$-	$3,000.00	$-	$3,320.95	$-	$700.00	Civil Process Required Training- 4 deputies due in 2026	Training Supplies	5340000:Education Supplies	$0	Training Services	5495000:Education and Training	$700
1101 General Fund	223700 Constable Precinct #1	5495000 - Training and Training Supplies	$-	$-	$3,000.00	$-	$3,320.95	$-	$400.00	Court Security Required Training- 4 deputies	Training Supplies	5340000:Education Supplies	$0	Training Services	5495000:Education and Training	$400
1101 General Fund	223700 Constable Precinct #1	5495000 - Training and Training Supplies	$-	$-	$3,000.00	$-	$3,320.95	$-	$1,500.00	Pistol Ammo	Training Supplies	5340000:Education Supplies	$1,500	Training Services	5495000:Education and Training	$0
1101 General Fund	223700 Constable Precinct #1	5495000 - Training and Training Supplies	$-	$-	$3,000.00	$-	$3,320.95	$-	$2,500.00	Rifle Ammo	Training Supplies	5340000:Education Supplies	$2,500	Training Services	5495000:Education and Training	$0

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1206 Child Welfare Fund	443300 Child Welfare	5495000 - Community Education	$36,536.46	$35,709.32	$34,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	For expenses related to community outreach by the Children's Services Board, CPS/child related events and other related outreach/awareness materials	Community Education - Reimbursements	5340000:Education Supplies	40000	Community Education - Services	5495000:Education and Training	0

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	522020 Beach and Parks Department	5423000 - Repair and Maintenance - Equipment	$17,397.14	$19,051.96	$6,846.68	$20,000.00	$20,000.00	$20,000.00	$20,000.00	Repair and maintenance - equipment	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$3,000.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	17,000.00
1101 General Fund	522020 Beach and Parks Department	5424000 - Repair and Maintenance - Buildings	$104,333.69	$80,517.81	$50,672.96	$85,000.00	$85,000.00	$85,000.00	$85,000.00	Used for maintenance of all facilities in the parks system. 5 indoor facilities and over 15 outdoor pavilions and outdoor restrooms.	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	44,500	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	40,500.00
1101 General Fund	522020 Beach and Parks Department	5428000 - Maintenance - Grounds	$27,973.60	$60,388.38	$56,944.79	$70,000.00	$70,000.00	$70,000.00	$70,000.00	Used for all general maintenance for 22 parks and 10 boat ramps	Maintenance for Grounds - Goods	5328000:Grounds Maintenance Supplies	17,000	Maintenance for Grounds - Services	5428000:Grounds Maintenance	53,000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
2601 Beach and Parks Fund	522042 Beach Maintenance	5361000 - Vehicle Make Ready	$6,158.26	$271.50	$11,924.66	$12,000.00	$12,000.00	$12,000.00	$12,000.00	Used for getting UTVs decaled for beach ambassadors and Sheriff's Department	Vehicle Make Ready - Goods	5361000:Minor Equipment - Vehicle Supplies Non Capital	12,000	Vehicle Make Ready - Services	5418000:Motor Vehicle Services	0
2601 Beach and Parks Fund	522042 Beach Maintenance	5423000 - Repair and Maintenance - Equipment	$616.46	$3,455.03	$2,883.12	$12,000.00	$12,000.00	$12,000.00	$12,000.00	For repairs to mobile restrooms, UTVs, and other beach related equipment	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	6,000	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	6,000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	211121 Criminal Investigation	5423000 - Repair and Maintenance - Equipment	$-	$2,752.00	$1,356.40	$7,000.00	$7,000.00	$7,000.00	$3,000.00	Reduced based on meeting with S.O	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	2,100	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	900

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	211150 Sheriff Warrants Division	5423000 - Repair and Maintenance - Equipment	$500.00	$-	$-	$500.00	$500.00	$500.00	$500.00	SRG, Mounted Patrol, Dive Equipment	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	350	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	150

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	211171 Sheriff Communications	5423000 - Repair and Maintenance - Equipment	$27,338.30	$24,617.96	$10,927.68	$25,000.00	$25,000.00	$25,000.00	$3,000.00	Reduced, majority went to IT	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	2,100	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	900

Fund Name	Level Name	Program Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	211143 Patrol Division	K9 Division	5495000 - Training and Training Supplies	$-	$-	$-	$-	$8,860.00	$-	$3,700.00	Training for K9's	Training Supplies	5340000:Education Supplies	2,590	Training Services	5495000:Education and Training	1,110

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	211133 Sheriff Corrections	5423000 - Repair and Maintenance - Equipment	$16,543.80	$21,539.96	$21,567.60	$30,000.00	$30,000.00	$30,000.00	$30,000.00	Radio maintenance line, exhausted annualy	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	21,000	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	9,000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	211101 Sheriff Administration	5423000 - Repair and Maintenance - Boats	$ 23,467.97	$ 20,962.69	$ 15,809.84	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 35,000.00	Increase due to rising costs and neglect by prior custodian of equipment	Repair and Maintenance for Boats - Goods	5315000:Motor Vehicle Supplies	24,500	Repair and Maintenance for Boats - Services	5423000:Maintenance and Repairs - Service Equipment	10,500	35000
1101 General Fund	211101 Sheriff Administration	5423000 - Repair and Maintenance - Equipment	$ 32.90	$ -	$ -	$ 500.00	$ 500.00	$ 500.00	$ 500.00	Minor equipment repairs	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	350	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	150	500
1101 General Fund	211101 Sheriff Administration	5495000 - Training and Training Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,000.00	Ammo and training academy supplies	Training Supplies	5340000:Education Supplies	38,500	Training Services	5495000:Education and Training	16,500	55000

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	Proposed Amount	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	211101 Sheriff Administration	5410000 - Software Licensing and Maintenance	21,187.50	1	21,188	Guardian Software, A end to end background investigation solution for Law Enforcement Agencies. To be utilized by recruiting for new applicants as well as for all vendors that enter and work in the correctional facility or law enforcement buildings.	21,188	Software Licensing	5419000:Other Professional Services	14,831.60	Software Maintenance	5419000:Other Professional Services	6,356.40	21,188.00
1101 General Fund	211101 Sheriff Administration	5410000 - Software Licensing and Maintenance	4,900.00	1	4,900	Annual Tech Support, License, and hosting fee for Website	4,900	Software Licensing	5419000:Other Professional Services	3,430.00	Software Maintenance	5419000:Other Professional Services	1,470.00	4,900.00
1101 General Fund	211101 Sheriff Administration	5410000 - Software Licensing and Maintenance	19,500.00	0	0	Website creation, total project cost	0	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	-	-
1101 General Fund	211101 Sheriff Administration	5410000 - Software Licensing and Maintenance	23,168.50	1	23,169	PowerDMS, a cloud based software program that combines document management, training management, and accreditation management. Essential to the goal of the Sheriff's Office receiving Accreditation from the TPCAF.	23,169	Software Licensing	5419000:Other Professional Services	16,218.30	Software Maintenance	5419000:Other Professional Services	6,950.70	23,169.00
1101 General Fund	211101 Sheriff Administration	5410000 - Software Licensing and Maintenance	10,000.00	1	10,000	ARCGIS, Mapping software required for CAD system.	10,000	Software Licensing	5419000:Other Professional Services	7,000.00	Software Maintenance	5419000:Other Professional Services	3,000.00	10,000.00
1101 General Fund	211101 Sheriff Administration	5410000 - Software Licensing and Maintenance	10,100.00	1	10,100	Case Guard, Video Redaction Software used by analysts for public information requests and DA office requests.	10,100	Software Licensing	5419000:Other Professional Services	7,070.00	Software Maintenance	5419000:Other Professional Services	3,030.00	10,100.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	211131 Identification Division	5423000 - Repair and Maintenance - Equipment	$830.46	$2,039.41	$-	$2,000.00	$2,000.00	$2,000.00	$2,000.00	Equipment repair and calibration	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	1,400	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	600

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	211131 Identification Division	5410000 - Software Licensing and Maintenance	200.00	2	400	Scene PD Sketching: Upgrades and new features are released in real time, and are all rolled into an annual price. This helps streamline the entire version management process and ensures there are no compatibility or obsolescense issues for the end-user customers	Software Licensing	5419000:Other Professional Services	280.00	Software Maintenance	5419000:Other Professional Services	120.00	400.00
1101 General Fund	211131 Identification Division	5410000 - Software Licensing and Maintenance	500.00	1	500	Adobe Photoshop: Used during the forensic investigations by allowing investigators to enhance and clarify images of crime scenes, compare images, to identify and analyze	Software Licensing	5419000:Other Professional Services	350.00	Software Maintenance	5419000:Other Professional Services	150.00	500.00
1101 General Fund	211131 Identification Division	5410000 - Software Licensing and Maintenance	350.00	1	350	CBM Fingerprints: Access to DPS fingerprints via website	Software Licensing	5419000:Other Professional Services	245.00	Software Maintenance	5419000:Other Professional Services	105.00	350.00
1101 General Fund	211131 Identification Division	5410000 - Software Licensing and Maintenance	3,500.00	1	3,500	CDR Software crash data retrieval for BOSCH, KIA and Hyundai subscription	Software Licensing	5419000:Other Professional Services	2,450.00	Software Maintenance	5419000:Other Professional Services	1,050.00	3,500.00
1101 General Fund	211131 Identification Division	5410000 - Software Licensing and Maintenance	9,443.00	1	9,443	Faro Scene Maintenance, Faro 3D Expert Maint, FOUC++CUS standard complete care warranty	Software Licensing	5419000:Other Professional Services	6,610.10	Software Maintenance	5419000:Other Professional Services	2,832.90	9,443.00
1101 General Fund	211131 Identification Division	5410000 - Software Licensing and Maintenance	12,500.00	1	12,500	Ballistic IQ software and equipment - immediately following an incident, scan cartridge cases with the portable BIQ scanning device and upload to the BIQ investigative portal receive a crime scene analysis triage report. The report groups the case (s) by number of unique firearms involved and identifies the best cartridge case (s) for entry into NIBIN. This is instant, actionable intel.	Software Licensing	5419000:Other Professional Services	8,750.00	Software Maintenance	5419000:Other Professional Services	3,750.00	12,500.00

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$15,000.00	Body Warn Cameras and VRS hardware maintenance	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment		Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	15000
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$7,000.00	Building security- Access Control	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	7000
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$105,000.00	Cisco SmartNet Service provides troubleshooting support, advanced hardware replacement options, extensive self help, and knowledge transfer	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	105000
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$65,000.00	Court A/V maintenance	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	65000
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$11,000.00	Palo Alto renewal	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	11000
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$10,000.00	Peplink maintenance, IC2 Support, RMA, Speedfuson	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	10000
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$10,700.00	Pitney Bowes maintenance fee	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	10700
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$5,000.00	Printer Repairs/break fix	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	5000

Fund Name	Level Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$27,000.00	Radio hardware/recorder maintenance	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment		Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	27000
1101 General Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$297,493.37	$157,928.71	$167,418.76	$234,900.00	$545,701.38	$234,900.00	$27,500.00	UPS Maintenance	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	0	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	27500
2901 American Rescue Plan Stimulus Fund	159100 Information Technology	5423000 - Repair and Maintenance - Equipment	$942,395.90	$95,573.16	$-	$-	$-	$-	$-	TBD	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment		Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	
1101 General Fund	159100 Information Technology	5495000 - Training and Training Supplies	$11,400.00	$-	$9,840.16	$20,000.00	$20,000.00	$20,000.00	$6,950.00	On-site Service Desk Training for 5 seats (2 days), Peplink Engineer Certification (2), Netmotion Certification (1)	Training Supplies	5340000:Education Supplies	0	Training Services	5495000:Education and Training	6950

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	10,000.00	1	10,000	Keeper Password Management	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	10,000.00	10,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	6,600.00	1	6,600	CheckPlus Maintenance (Printech)	Software Licensing	5419000:Other Professional Services		Software Maintenance	5419000:Other Professional Services	6,600.00	6,600.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	7,000.00	1	7,000	OnGuard is a scalable physical access control system that integrates badge access, video surveillance, and alarm monitoring to help organizations manage facility security effectively.	Software Licensing	5419000:Other Professional Services	7,000.00	Software Maintenance	5419000:Other Professional Services		7,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	7,200.00	1	7,200	Jury Wheel Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	7,200.00	7,200.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	5,000.00	1	5,000	Nessus Vulnerability Scanner regularly scans and identifies security vulnerabilities across our network, helping prevent breaches and ensure compliance with security standards.	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	5,000.00	5,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	6,000.00	1	6,000	APCO Intellicomm Pre-arrival Software	Software Licensing	5419000:Other Professional Services		Software Maintenance	5419000:Other Professional Services	6,000.00	6,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	3,700.00	1	3,700	ADA compliance tool for the website	Software Licensing	5419000:Other Professional Services	3,700.00	Software Maintenance	5419000:Other Professional Services	-	3,700.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	2,175.00	1	2,175	Vistacomm- Nexlog Audio recorder	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	2,175.00	2,175.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	15,500.00	1	15,500	RightFax Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	15,500.00	15,500.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	3,900.00	1	3,900	OneSolution Gang and Intelligence	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	3,900.00	3,900.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	1,000.00	1	1,000	Secure CRT client to securely access remote systems, such as servers, routers, and switches.	Software Licensing	5419000:Other Professional Services	1,000.00	Software Maintenance	5419000:Other Professional Services	-	1,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	450.00	1	450	Burpsuite application pentest software	Software Licensing	5419000:Other Professional Services	450.00	Software Maintenance	5419000:Other Professional Services	-	450.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	660.00	1	660	Reportal Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	660.00	660.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	227,500.00	0	0	OSSI Miantenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	-	-
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	900.00	1	900	Weglot Public Web Translation	Software Licensing	5419000:Other Professional Services	900.00	Software Maintenance	5419000:Other Professional Services	-	900.00

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	18,000.00	1	18,000	Cisco Voice Middleware AD automation and LDP	Software Licensing	5419000:Other Professional Services	18,000.00	Software Maintenance	5419000:Other Professional Services	-	18,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	5,300.00	1	5,300	APO Intellicom emergency call handling software that helps 911 centers triage and dispatch calls more efficiently using standardized protocols, real-time data, and cognitive tools to improve public safety response.	Software Licensing	5419000:Other Professional Services	5,300.00	Software Maintenance	5419000:Other Professional Services	-	5,300.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	850.00	1	850	AvTech Maintenance (Room Alert)	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	850.00	850.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	17,000.00	1	17,000	iJuror Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	17,000.00	17,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	17,000.00	1	17,000	Netmotion Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	17,000.00	17,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	143,108.00	1	143,108	Microsoft Unified Support + Cybersecurity Incident Response	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	143,108.00	143,108.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	24,600.00	1	24,600	Accutime Monthly Maintenance fees	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	24,600.00	24,600.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	19,000.00	1	19,000	TechShare maintenance is essential to ensure the continued reliability, compliance, and performance of shared justice system software used by county departments.	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	19,000.00	19,000.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	166,100.00	1	166,100	OnBase Annual Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	166,100.00	166,100.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	200.00	1	200	AdTempus License and Maintenance	Software Licensing	5419000:Other Professional Services	200.00	Software Maintenance	5419000:Other Professional Services	-	200.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	378,000.00	0	0	Odyssey Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	-	-
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	0.00	0	0	VitalCore Health Strategies Hosting fee for CorEMR	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	-	-
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	3,200.00	1	3,200	Boomi API Maintenance	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	3,200.00	3,200.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	26,600.00	1	26,600	Granicus Website Maintenance	Software Licensing	5419000:Other Professional Services	18,693.97	Software Maintenance	5419000:Other Professional Services	7,906.03	26,600.00
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	46,524.00	0	0	Papercut Print Management Software	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	-	-

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	159100 Information Technology	5410000 - Software Licensing and Maintenance	280.00	1	280	TreeSize disk space management tool	Software Licensing	5419000:Other Professional Services	280.00	Software Maintenance	5419000:Other Professional Services	-	280.00

Fund Name	Level Name	Projects Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	172111 Fleet Management	Road & Bridge Facility HWY 3	5361000 - Vehicle Make Ready	$21,445.50	$244,830.08	$-	$-	$-	$-	$160,000.00	No increase for Fy26	Vehicle Make Ready - Goods	5361000:Minor Equipment - Vehicle Supplies Non Capital	100000	Vehicle Make Ready - Services	5418000:Motor Vehicle Services	60000
1101 General Fund	172111 Fleet Management	Road & Bridge Facility HWY 3	5423000 - Repair and Maintenance - Equipment	$53,395.12	$68,783.33	$-	$-	$-	$-	$84,000.00	No increase for FY26	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	50000	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	34000
1204 Beach Maintenance-Road and Bridge Fund	172111 Fleet Management		5423000 - Repair and Maintenance - Equipment	$27,460.45	$28,205.33	$1,024.77	$30,000.00	$30,000.00	$30,000.00	$30,000.00	No increase for FY26	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	20000	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	10000
2301 Road and Bridge Fund	172111 Fleet Management		5423000 - Repair and Maintenance - Equipment	$274,644.11	$273,432.35	$151,464.84	$286,000.00	$286,000.00	$286,000.00	$286,000.00	NO CHANGE	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	170000	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	116000
2370 Flood Control Fund	172111 Fleet Management		5423000 - Repair and Maintenance - Equipment	$57,766.83	$50,984.70	$32,454.23	$60,000.00	$60,000.00	$60,000.00	$60,000.00	NO CHANGE	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	35000	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	25000
1101 General Fund	172111 Fleet Management	Road & Bridge Facility HWY 3	5423000 - Repair and Maintenance - Vehicles	$146,534.84	$626,506.53	$-	$-	$-	$-	$200,000.00	No increase for FY26	Repair and Maintenance for Vehicles - Goods	5315000:Motor Vehicles	120000	Repair and Maintenance for Vehicles - Services	5423000:Maintenance and Repairs - Service Equipment	80000

Fund Name	Level Name	Expense GL Accounts Name	Unit Price	Quantity	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount	Total
1101 General Fund	172111 Fleet Management	5410000 - Software Licensing and Maintenance	1,288.00	2	2,576	Annual MATCO Heavy Duty renewal & support for both scanner	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	2,576.00	2,576.00
1101 General Fund	172111 Fleet Management	5410000 - Software Licensing and Maintenance	88,261.00	1	88,261	Annual CDW SAMSARA Telematics renewal & support	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	88,261.00	88,261.00
1101 General Fund	172111 Fleet Management	5410000 - Software Licensing and Maintenance	1,250.00	2	2,500	Annual MATCO Carline renewal & support for both scanners	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	2,500.00	2,500.00
1101 General Fund	172111 Fleet Management	5410000 - Software Licensing and Maintenance	47,000.00	1	47,000	Annual faster renewal & support	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	47,000.00	47,000.00
1101 General Fund	172111 Fleet Management	5410000 - Software Licensing and Maintenance	1,200.00	1	1,200	Annual Gordon-Darby inspection station renewal & support	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	1,200.00	1,200.00
1101 General Fund	172111 Fleet Management	5410000 - Software Licensing and Maintenance	2,800.00	1	2,800	Annual Mitchell 1 renewal & support	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	2,800.00	2,800.00
1101 General Fund	172111 Fleet Management	5410000 - Software Licensing and Maintenance	8,500.00	1	8,500	Annual fuel force renewal & support	Software Licensing	5419000:Other Professional Services	-	Software Maintenance	5419000:Other Professional Services	8,500.00	8,500.00

Fund Name	Level Name	Program Code	Program Name	Projects Code	Projects Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$250,000.00	Generator Maintenance SC-0000582	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$175,000.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$75,000
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$19,500.00	Hunton Courts BAS SC-000595 - updated based on meeting.	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$13,650.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$5,850.00
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$29,000.00	Hunton HVAC and Refrigeration Services SC-0000334	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$20,300.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$8,700.00
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$43,800.00	Hunton Mid-County Annex Choice #22 SC-0000347 - updated based on meeting.	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	#30,660.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$13,140.00
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$30,000.00	Hunton Moody Plant BAS SC-000596	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$10,000.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$20,000.00
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$97,000.00	Hunton Service Agreement- Various County Locations SC-0000594	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$67,900.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$29,100.00
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$65,000.00	HVAC Supplies and Equipment	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$65,000.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$0
1101 General Fund	170100 Facilities Services					5423000 - Repair and Maintenance - Equipment	$-	$-	$285,614.38	$600,000.00	$628,968.33	$600,000.00	$65,000.00	Repair and maintenance of equipment for Facilities items	Repair and Maintenance for Equipment - Goods	5351000:Repair and Maintenance Supplies - Equipment	$65,000.00	Repair and Maintenance for Equipment - Services	5423000:Repair and Maintenance Services - Equipment	$0
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$75,000.00	Electrical parts and supplies SC-0000568	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$75,000.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$0
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$70,000.00	Water softeners and supplies SC-0000296	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$0	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$70,000.00
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$70,000.00	Electrical Services SC-0000340	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$50,000.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$20,000.00
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$100,000.00	Elevator Services	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$75,000.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$25,000.00
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$250,000.00	Fire Inspection and break/fix SC-0000835	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$175,000.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$75,000.00
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$-	Flooring for Juvenile Justice Pods 2, 3, 4, lobby entrance, lobby restrooms, and office area corridors	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	?	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	?
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$217,000.00	Hunton Courts BAS Upgrade QUO-59318-Y5M5Y4-R1	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$151,900.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$65,100.00

Fund Name	Level Name	Program Code	Program Name	Projects Code	Projects Name	Expense GL Accounts Name	2023 Actuals	2024 Actuals	CYTD Actuals	CY Adopted Budget	CY Amended Budget	Base Budget	Requested Budget	Justification	New Spend Category (Goods)	Ledger Account (Goods)	Goods - Amount	New Spend Category (Services)	Ledger Account (Services)	Services Amount
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$180,400.00	Hunton Moody BAS Upgrade QUO-59316-F3B5Q5-R1	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$126,280.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$54,120.00
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$38,000.00	Hunton North County Annex conversion to BAS	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$26,600.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$11,400.00
1101 General Fund	170100 Facilities Services					5424000 - Repair and Maintenance - Buildings	$-	$-	$605,843.99	$1,200,000.00	$1,200,000.00	$1,200,000.00	$200,000.00	Repair & Maintenance of Buildings- Various locations	Repair and Maintenance for Buildings - Goods	5354000:Repair and Maintenance Supplies - Buildings	$200,000.00	Repair and Maintenance for Buildings - Services	5424000:Repair and Maintenance Services - Buildings	$0
1101 General Fund	170100 Facilities Services					5428000 - Maintenance - Grounds	$-	$-	$-	$70,000.00	$70,000.00	$70,000.00	$70,000.00	Grounds Maintenance Service SC-0000390	Maintenance for Grounds - Goods	5328000:Grounds Maintenance Supplies	$0.00	Maintenance for Grounds - Services	5428000:Grounds Maintenance	$70,000.00
1101 General Fund	170100 Facilities Services					5495000 - Training and Training Supplies	$-	$-	$-	$-	$-	$-	$700.00	Trane school 10 week program (2). Time TBD. Location- Houston Wednesday evenings 6-8pm. The school is for specialized HVAC training for our HVAC techs	Training Supplies	5340000:Education Supplies	$0	Training Services	5495000:Education and Training	$700.00
3016 Limited Tax Building Bonds Series 2017A Fund	170100 Facilities Services			Bacliff Annex	Bacliff Annex	5700000 - Buildings	$-	$-	$-	$-	$83,029.46	$-	$-	TBD	Buildings - Goods	5700000:Capital Outlays	?	Buildings - Services	5700000:Capital Outlays	?

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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

26-43-1208-D
Professional Services- Request transfer from General Fund - Budgeted Reserves to Grant-Match Discretionary to partially fund the Aging Senior Meal program

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/26/25 11:33 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 12/08/2025 : BAT-0000435

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000435
Amendment Date 12/08/2025
Description BA 26-43-1208-D; Request transfer from General Fund - Budgeted Reserves to Grant-Match Discretionary to partially fund the Aging Senior Meal program.
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)	5910000:Transfers Out - Operating	110000 General Government	1101 General Fund		Transfer to Grnt Match-Discretionary			$285,098.00	$0.00	BA 26-43-1208-D; Request transfer from General Fund - Budgeted Reserves to Grant-Match Discretionary to partially fund the Aging Senior Meal program.	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$285,098.00	BA 26-43-1208-D; Request transfer from General Fund - Budgeted Reserves to Grant-Match Discretionary to partially fund the Aging Senior Meal program.	

FY26 Senior Meal Grant Award Court Memo.pdf

File Name FY26 Senior Meal Grant Award Court Memo.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 11/21/2025 10:47:32 AM
Comment

Process History

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 12/08/2025 : BAT-0000435

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	11/21/2025 10:54:42 AM	11/22/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	11/21/2025 10:58:28 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		11/22/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	11/21/2025 03:31:32 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	11/21/2025 04:24:01 PM	11/23/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Not Required		11/22/2025		0	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		11/23/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

MEMORANDUM

To: Galveston County Commissioners Court

From: Professional Services – Grants Division

Court Date: December 8, 2025

RE: Parks & Cultural Services – Senior Services

FY 2026 HGAC Area Agency on Aging Senior Meal Grant Award

BACKGROUND

In 1976 Galveston County established the Senior Citizens Program to serve adults aged 60 and older. This program has been under Parks and Cultural Services since 2003. The Senior Program staff consists of highly qualified employees who provide congregate meals, transportation services, information and referral, education, fitness, and recreation at the centers. This program is supported by federal and state funds via the Older Americans Act, Title III programs, which are administered by the Texas Health and Human Services Commission and passed-through the Houston-Galveston Area Council (HGAC).

Galveston County Senior Centers directly affected by this application are located at the following locations:

- Wayne Johnson Community Center in La Marque
- Bayside Regional Community Center
- Dickinson Community Center
- City of Friendswood – Friendswood Senior Center
- City of League City – Hometown Heroes Park – Senior Program
- City of Texas City – Nessler Center Seniors Program
- Galveston Community Center

NOTE: The County also supports the congregate meal program at the Santa Fe Senior Center as well as the Bay Area Meals on Wheels and the Interfaith Ministries for Greater Houston home-delivered meal programs.

SUMMARY

The grant award includes the following program activities for FY 2026:

(1) congregate meals

(2) transportation meal services for seniors

FINANCIAL SUMMARY

	APPLICATION	AWARD
Grant Application	$588,355.00	$337,522.00
County Discretionary Match	$8,017.00	$285,098.00
County Mandatory Match	$60,000.00	$33,752.00
	$656,372.00	$656,372.00

County Match is met through Parks and Cultural Services Mandatory Match as well as a portion of the salary and benefits for the Senior Citizens Department personnel.

RECOMMENDATIONS

Professional Services – Grants Division recommends that the Court approve acceptance of the FY 2026 HGAC Area Agency on Aging Senior Meals grant award and authorize the Judge to sign all required documents.

ATTACHMENTS FOR WET SIGNATURE

- ☐ H-GAC AAA – Affirmative Action Plan – Attachment B
- ☐ Assurance of Compliance with DHHS Regulation under Title VI – Attachment C
- ☐ DHHS Assurance of Compliance with Section 504 of Rehabilitation Act -Attachment D
- ☐ Certification Regarding Debarment, Suspension, Ineligibility - Attachment E
- ☐ Reporting Abuse of Elders Individuals – Attachment F
- ☐ H-GAC AAA Confidentiality Certification – Attachment G
- ☐ Certification of Compliance with Child Support Medical Support – Attachment H
- ☐ HGAC Email Invoice Authorization Agreement – Attachment J
- ☐ HGAC AAA Galveston County Agreement (p. 15)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
39.

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

Consideration to award ITB 25-065, Asphalt Oils & Emulsions

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	11/20/25 11:14 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

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

December 8, 2025

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

RE: ITB 25-065, Asphalt, Oils & Emulsions

Gentlemen,

Bids for ITB 25-065, Asphalt, Oils & Emulsions were opened on November 13, 2025. Two (2) bids were received from the following companies:

- Ergon Asphalt & Emulsions, Inc. — Austin, TX
- Cleveland Asphalt Products, Inc. — Shepherd, TX

It is requested that this bid be awarded to the low bid, Cleveland Asphalt Products, Inc The bid met specifications and the vendor is qualified.

Your consideration and approval of this recommendation is respectfully requested.

Respectfully submitted,

Frank Rodrigue
Purchasing Agent
County of Galveston

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Zach Smith, Assistant Road Administrator/O:281-534-4152

Date: November 17, 2025

To: Francisco Rodriguez, Purchasing Agent

From: Zach Smith, Road Administrator

CC: Tammy Dickey, Administrative Assistant

RE: **Bid#25-065 Asphalt, Oils and Emulsions**

In reference to the above bid for Asphalt, Oils, and Emulsions, I recommend awarding to the only vendor that meets our department's needs, Cleveland Asphalt.

Thank you for your assistance in obtaining this bid.

V/R,

Zach Smith
Road Administrator
5115 HWY 3
Dickinson, TX 77539
O-281-534-4152
C-409-682-2650

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

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

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

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

Please see Item D, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The County of Galveston is seeking a vendor to provide, SS-1, EAP +T, and CRS-2 Emulsion for delivery or pick-up by County departments. Contract will be awarded for each line item seperately. The anticipated minimums are 50,000 gallons per year. No minimum or maximum amounts of the requested products are implied or guaranteed.

B. EXCEPTIONS TO BID CONDITIONS

Any exceptions to Bid Conditions should be listed on a separated sheet of paper, attached to Bid Submittals and submitted with the Bid at the specified date and time of Bid Opening.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

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

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)	**Thursday, October 09, 2025**
Advertise Solicitation (second date of publication)	**Thursday, October 16, 2025**
Deadline for Questions & Inquiries	**Thursday, October 23, 2025 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, November 6, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, November 06, 2025, 2:00 PM CST bid opening virtually by using the following link:

Join from the meeting link
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=ma9b992a8864507f935f3867b3a35fccf

Join by meeting number
Meeting number (access code): 2484 092 3950
Meeting password: 25-065 (250065 when dialing from a video system)

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24840923950## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24840923950@galvestoncountytx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

D. 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, 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) single-sided unbound original Bid and two (2) single-sided Bid copies must be submitted no later than **2:00 PM CST,** on **Thursday, November 6, 2025:**

Frank Rodriguez
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. 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**

E. BID SURETY

A surety / bid bond ***is not a requirement*** of this solicitation.

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds ***are not requirements*** of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process ***is not applicable*** to this solicitation.

H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates ***are not requirements*** of this solicitation.

I. 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 "**Asphalt, Oils, and Emulsions– ITB #25-065– 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**

The Bidder must acknowledge the receipt of all addenda on the forms provided. In the event a Bidder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgement of one or more addenda.

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

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 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.

J. 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:

Zachary Smith
Road and Bridge Administrator
722 Moody, (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.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) original and two (2) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

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.

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

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

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. 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.

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. SPECIFICATIONS

All requested Asphalt Oils and Emulsions shall meet TXDOT specification Item 300, 2.4 Emulsified Asphalt, Table 7, Table 8, Table 9, and Table 10, and 2.5 Specialty Emulsions, Table 11.

Galveston County is tax exempt and therfore taxes should not be added to the bid price. Galveston County reserves the right to order more or less of this project.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND NOT TO BE CONSTRUED AS RESTRICTIVE.

N. SCOPE OF WORK

Periodically, Galveston County may request deliveries to include transport tanks dropped for temporary storage use at each delivery site. These tanks shall be capable and of suitable quality of safely storing product capacities of greater than 4,000 gallons for commercial operations. All delivered tanks shall meet all State, Federal, and local laws that govern storage of the requested products.

Any applicable fees for this service should be included on the line item detail sheets.

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

The County will order varying amounts of the above material and the total quantities are expected to exceed the above minimum estimates for a twelve (12) month period. The County will pay only for materials ordered, delivered, and or/picked by the County personnel. The anticipated minimums or maximums are not guaranteed.
The quantities are estimates only and no guarantee of any minimum or maximum is made or implied. Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries. If a problem develops with the Asphalt, Oils, or Emulsions during the year, samples shall be taken by a third party laboratory representative. If the results of such a test reveal the samples submitted do not meet specifications, the cost of the test shall be at the expense of the successful bidder. The sucessful bidder shall make satisfactory adjustment for all products delivered which do not comply with Galveston County's specifications. If the results of the test reveal the samples submitted meet galveston County's specifications, the County will bear the cost of the test.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

O. 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.

P. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable P.O.
Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

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

Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

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)	_____
2. Addenda Acknowledgement (if any)	**#1**____ **#2** ____ **#3** **#4**____
3. "Walked In" submittals: One (1) original, two (2) copy of submittals; Bonfire: One (1) submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
10. ATTACHMENT G - Information for Notice	_____
11. ATTACHMENT H - References	_____
12. Three (3) signed contracts (attached)	_____

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

13. Line-Item Detail Sheet (attached) _____

Person to contact regarding this qualification:_____ _____

Title: Phone:_____Fax:

Name of person authorized to bid the Firm:_____

_____

_____Phone: Fax:_____

E-mail address:_____
Signature:_____Date:

Title:

_____ _____

E-mail address:_____

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR YEARS 1 through 3

Ergon Asphalt + Emulsions, Inc.

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1- F.O.B. - SANTA FE	3000	GL	1.75	5,250.00
2	CRS- 2 F.O.B. - SANTA FE	120000	GL	1.75	210,000.00
3	EAP+ T F.O.B. - SANTA FE	3000	GL	-0-	-0-
4	DROP TANKER FEE- F.O.B.- SANTA FE	3	EA	-0-	-0-
				Total Group 1:	215,250.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	3000	EA	1.75	5,250.00
6	CRS-2-F.O.B. - SAN LEON	3000	GL	1.75	5,250.00
7	EAP+T F.O.B.- SAN LEON	3000	GL	-0-	-0-
8	DROP TANKER FEE- F.O.B.- SAN LEON	3	EA	-0-	-0-
				Total Group 2:	10,500.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1500	GL	1.75	2,625.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	15000	GL	1.75	26,250.00
11	EAP+ T F.O.B.- CRYSTAL BEACH	1500	GL	-0-	-0-
12	DROP TANKER FEE-F.O.B- CRYSTAL BEACH	3	EA	-0-	-0-
				Total Group 3:	28,875.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR YEARS 1 through 3

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	4500	GL	1.75	7,875.00
14	CRS-2 F.O.B. PLANT SITE	4500	GL	1.75	7,875.00
15	EAP+T F.O.B. PLANT SITE	21000	GL	-0-	-0-
16	CRS2-P F.O.B. PLANT SITE	4500	GL	2.05	9,225.00
				Total Group 4:	24,975.00
				Grand Total:	279,600.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	1.75	1,750.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	1.75	70,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	-0-	-0-
4	DROP TANKER FEE- F.OB.- SANTA FE	1	EA	-0-	-0-
				Total Group 1:	71,750.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	1000	EA	1.75	1,750.00
6	CRS 2 F.O.B.- SAN LEON	1000	GL	1.75	1,750.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	-0-	-0-
8	DROP TANKER FEE-F.O.B.- SAN LEON	1	EA	-0-	-0-
				Total Group 2:	3,500.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	1.75	1,750.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	5000	GL	1.75	8,750.00
11	EAP+ T F.O.B. - CRYSTAL BEACH	1000	GL	-0-	-0-
12	DROP TANKER FEE- F.O.B- CRYSTAL BEACH	1	EA	-0-	-0-
				Total Group 3:	10,500.00

790

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

Group 4 (Plant Site)					
13	SS-1 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	-0-	-0-
16	CRS2-P F.O.B.- PLANT SITE	1500	GL	2.05	3,075.00
				Total Group 4:	8,325.00
				Grand Total:	94,075.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	1.75	1,750.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	1.75	70,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	-0-	-0-
4	DROP TANKER FEE- F.O.B.-SANTA FE	1	EA	-0-	-0-
				Total Group 1:	71,750.00
	Group 2 (San Leon)				
5	SS-1-F.O.B. SAN LEON	1000	EA	1.75	1,750.00
6	CRS-2-F.O.B.- SAN LEON	1000	GL	1.75	1,750.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	-0-	-0-
8	DROP TANKER FEE-F.O.B- SAN LEON	1	EA	-0-	-0-
				Total Group 2:	3,500.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	1.75	1,750.00
10	CRS-2-F.O.B.- CRYSTAL BEACH	5000	GL	1.75	8,750.00
11	EAP+T F.O.B.- CRSYTAL BEACH	1000	GL	-0-	-0-
12	DROP TANKER FEE-F.O.B.- CRYSTAL BEACH	1	EA	-0-	-0-
				Total Group 3:	10,500.00
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	-0-	-0-

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
16	CRS2-P F.O.B. PLANT SITE	1500	GL	2.05	3,075.00
				Total Group 4:	8,325.00
				Grand Total:	94,075.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR YEARS 1 through 3

Cleveland Asphalt Products Inc.

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1- F.O.B. - SANTA FE	3000	GL	2.75	8,250.00
2	CRS- 2 F.O.B. - SANTA FE	120000	GL	2.65	318,000.00
3	EAP+ T F.O.B. - SANTA FE	3000	GL	2.75	8,250.00
4	DROP TANKER FEE- F.O.B.- SANTA FE	3	EA	850.00	2,550.00
				Total Group 1:	337,050.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	3000	EA	2.75	8,250.00
6	CRS-2-F.O.B. - SAN LEON	3000	GL	2.75	8,250.00
7	EAP+T F.O.B.- SAN LEON	3000	GL	2.75	8,250.00
8	DROP TANKER FEE- F.O.B.- SAN LEON	3	EA	850.00	2,550.00
				Total Group 2:	27,300.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1500	GL	3.00	4,500.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	15000	GL	2.65	39,750.00
11	EAP+ T F.O.B.- CRYSTAL BEACH	1500	GL	3.00	4,500.00
12	DROP TANKER FEE-F.O.B- CRYSTAL BEACH	3	EA	850.00	2,550.00
				Total Group 3:	51,300.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR YEARS 1 through 3

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	4500	GL	2.50	11,250.00
14	CRS-2 F.O.B. PLANT SITE	4500	GL	2.50	11,250.00
15	EAP+T F.O.B. PLANT SITE	21000	GL	2.50	52,500.00
16	CRS2-P F.O.B. PLANT SITE	4500	GL	2.90	13,050.00
				Total Group 4:	88,050.00
				Grand Total:	503,700.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	3.25	3,250.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	2.65	106,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	3.25	3,250.00
4	DROP TANKER FEE- F.OB.- SANTA FE	1	EA	850.00	850.00
				Total Group 1:	113,350.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	1000	EA	3.25	3,250.00
6	CRS 2 F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
8	DROP TANKER FEE-F.O.B.- SAN LEON	1	EA	850.00	850.00
				Total Group 2:	10,600.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	3.25	3,250.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	5000	GL	2.65	13,250.00
11	EAP+ T F.O.B. - CRYSTAL BEACH	1000	GL	3.25	3,250.00
12	DROP TANKER FEE- F.O.B- CRYSTAL BEACH	1	EA	850.00	850.00
				Total Group 3:	20,600.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	2.50	17,500.00
16	CRS2-P F.O.B.- PLANT SITE	1500	GL	2.90	4,350.00
				Total Group 4:	29,350.00
				Grand Total:	173,900.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	3.25	3,250.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	2.65	106,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	3.25	3,250.00
4	DROP TANKER FEE- F.O.B.-SANTA FE	1	EA	850.00	850.00
				Total Group 1:	113,350.00
	Group 2 (San Leon)				
5	SS-1-F.O.B. SAN LEON	1000	EA	3.25	3,250.00
6	CRS-2-F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
8	DROP TANKER FEE-F.O.B- SAN LEON	1	EA	850.00	850.00
				Total Group 2:	10,600.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	3.75	3,250.00
10	CRS-2-F.O.B.- CRYSTAL BEACH	5000	GL	2.65	13,250.00
11	EAP+T F.O.B.- CRSYTAL BEACH	1000	GL	3.25	3,250.00
12	DROP TANKER FEE-F.O.B.- CRYSTAL BEACH	1	EA	850.00	850.00
				Total Group 3:	20,600.00
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	2.50	17,500.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
16	CRS2-P F.O.B. PLANT SITE	1500	GL	2.90	4,350.00
				Total Group 4:	29,350.00
				Grand Total:	173,900.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
40.

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:** 11/20/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Road and Bridge**
5) **Department Contact: Zach Smith**
6) **Description: Asphalt, Oils & Emulsions**

7) **PEID No: 710180**
8) **Req No:**
9) **Orgkey: 2301312120**
10) **Object Code: 5324000 (Road Materials)**
11) **Vendor: Cleveland Asphalt**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: FM Lateral Road**
14) **Fund #: 2301**
15) **Current Year Budgeted: $1,280,000.00**
16) **Current Year Projected: $90,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 1/24/2026
23) **Auto Renewal Contract:** No
24) **Bid No: 25-065**
25) **Contract End Date:** 1/23/2029
26) **Contract # Issued by Purchasing Department: 238013 (SC-0000994)**

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Zachary Smith	Approve	11/21/25 8:23 am
2	Melissa Fleming	Approve	11/21/25 9:39 am
3	Francisco Rodriguez	Approve	11/21/25 11:32 am
4	Diana Huallpa	Approve	11/21/25 1:40 pm
5	Sergio Cruz	Approve	11/21/25 2:30 pm
6	Veronica Van Horn	Approve	11/24/25 7:43 am

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: 238013

Solicitation Number: 25-065, Asphalt, Oils & Emulsions

Term of Contract: Three (3) year with two (2) one (1) year extensions

Beginning date of the Contract will be January 24, 2026. The Contract will terminate on January 23, 2029.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within _N/A____ 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 job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: Cleveland Asphalt Products Inc.

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Cleveland Asphalt Products, Inc.
PO Box 1449
Shepherd, TX 77371

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract 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 contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental 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 Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

Cleveland Asphalt Products, Inc.

By: **Date:**

11/4/2025

Clayton Moore, Sales Rep.

Galveston County

By: **Date:**

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**

_____ 11/4/2025

Clayton Moore, Sales Rep.

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**



11/4/2025

Clayton Moore, Sales Rep.

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

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

December 8, 2025

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

RE: ITB 25-065, Asphalt, Oils & Emulsions

Gentlemen,

Bids for ITB 25-065, Asphalt, Oils & Emulsions were opened on November 13, 2025. Two (2) bids were received from the following companies:

- Ergon Asphalt & Emulsions, Inc. — Austin, TX
- Cleveland Asphalt Products, Inc. — Shepherd, TX

It is requested that this bid be awarded to the low bid, Cleveland Asphalt Products, Inc The bid met specifications and the vendor is qualified.

Your consideration and approval of this recommendation is respectfully requested.

Respectfully submitted,

Frank Rodrigue
Purchasing Agent
County of Galveston

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Zach Smith, Assistant Road Administrator/O:281-534-4152

Date: November 17, 2025

To: Francisco Rodriguez, Purchasing Agent

From: Zach Smith, Road Administrator

CC: Tammy Dickey, Administrative Assistant

RE: **Bid#25-065 Asphalt, Oils and Emulsions**

In reference to the above bid for Asphalt, Oils, and Emulsions, I recommend awarding to the only vendor that meets our department's needs, Cleveland Asphalt.

Thank you for your assistance in obtaining this bid.

V/R,

Zach Smith
Road Administrator
5115 HWY 3
Dickinson, TX 77539
O-281-534-4152
C-409-682-2650

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR YEARS 1 through 3

Ergon Asphalt + Emulsions, Inc.

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1- F.O.B. - SANTA FE	3000	GL	1.75	5,250.00
2	CRS- 2 F.O.B. - SANTA FE	120000	GL	1.75	210,000.00
3	EAP+ T F.O.B. - SANTA FE	3000	GL	-0-	-0-
4	DROP TANKER FEE- F.O.B.- SANTA FE	3	EA	-0-	-0-
				Total Group 1:	215,250.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	3000	EA	1.75	5,250.00
6	CRS-2-F.O.B. - SAN LEON	3000	GL	1.75	5,250.00
7	EAP+T F.O.B.- SAN LEON	3000	GL	-0-	-0-
8	DROP TANKER FEE- F.O.B.- SAN LEON	3	EA	-0-	-0-
				Total Group 2:	10,500.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1500	GL	1.75	2,625.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	15000	GL	1.75	26,250.00
11	EAP+ T F.O.B.- CRYSTAL BEACH	1500	GL	-0-	-0-
12	DROP TANKER FEE-F.O.B- CRYSTAL BEACH	3	EA	-0-	-0-
				Total Group 3:	28,875.00

811

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR YEARS 1 through 3

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	4500	GL	1.75	7,875.00
14	CRS-2 F.O.B. PLANT SITE	4500	GL	1.75	7,875.00
15	EAP+T F.O.B. PLANT SITE	21000	GL	-0-	-0-
16	CRS2-P F.O.B. PLANT SITE	4500	GL	2.05	9,225.00
				Total Group 4:	24,975.00
				Grand Total:	279,600.00

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ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	1.75	1,750.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	1.75	70,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	-0-	-0-
4	DROP TANKER FEE- F.OB.- SANTA FE	1	EA	-0-	-0-
				Total Group 1:	71,750.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	1000	EA	1.75	1,750.00
6	CRS 2 F.O.B.- SAN LEON	1000	GL	1.75	1,750.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	-0-	-0-
8	DROP TANKER FEE-F.O.B.- SAN LEON	1	EA	-0-	-0-
				Total Group 2:	3,500.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	1.75	1,750.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	5000	GL	1.75	8,750.00
11	EAP+ T F.O.B. - CRYSTAL BEACH	1000	GL	-0-	-0-
12	DROP TANKER FEE- F.O.B- CRYSTAL BEACH	1	EA	-0-	-0-
				Total Group 3:	10,500.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

Group 4 (Plant Site)					
13	SS-1 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	-0-	-0-
16	CRS2-P F.O.B.- PLANT SITE	1500	GL	2.05	3,075.00
				Total Group 4:	8,325.00
				Grand Total:	94,075.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	1.75	1,750.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	1.75	70,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	-0-	-0-
4	DROP TANKER FEE- F.O.B.-SANTA FE	1	EA	-0-	-0-
				Total Group 1:	71,750.00
	Group 2 (San Leon)				
5	SS-1-F.O.B. SAN LEON	1000	EA	1.75	1,750.00
6	CRS-2-F.O.B.- SAN LEON	1000	GL	1.75	1,750.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	-0-	-0-
8	DROP TANKER FEE-F.O.B- SAN LEON	1	EA	-0-	-0-
				Total Group 2:	3,500.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	1.75	1,750.00
10	CRS-2-F.O.B.- CRYSTAL BEACH	5000	GL	1.75	8,750.00
11	EAP+T F.O.B.- CRSYTAL BEACH	1000	GL	-0-	-0-
12	DROP TANKER FEE-F.O.B.- CRYSTAL BEACH	1	EA	-0-	-0-
				Total Group 3:	10,500.00
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	1.75	2,625.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	-0-	-0-

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
16	CRS2-P F.O.B. PLANT SITE	1500	GL	2.05	3,075.00
				Total Group 4:	8,325.00
				Grand Total:	94,075.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR
YEARS 1 through 3

Cleveland Asphalt Products Inc.

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1- F.O.B. - SANTA FE	3000	GL	2.75	8,250.00
2	CRS- 2 F.O.B. - SANTA FE	120000	GL	2.65	318,000.00
3	EAP+ T F.O.B. - SANTA FE	3000	GL	2.75	8,250.00
4	DROP TANKER FEE- F.O.B.- SANTA FE	3	EA	850.00	2,550.00
				Total Group 1:	337,050.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	3000	EA	2.75	8,250.00
6	CRS-2-F.O.B. - SAN LEON	3000	GL	2.75	8,250.00
7	EAP+T F.O.B.- SAN LEON	3000	GL	2.75	8,250.00
8	DROP TANKER FEE- F.O.B.- SAN LEON	3	EA	850.00	2,550.00
				Total Group 2:	27,300.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1500	GL	3.00	4,500.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	15000	GL	2.65	39,750.00
11	EAP+ T F.O.B.- CRYSTAL BEACH	1500	GL	3.00	4,500.00
12	DROP TANKER FEE-F.O.B- CRYSTAL BEACH	3	EA	850.00	2,550.00
				Total Group 3:	51,300.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR YEARS 1 through 3

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	4500	GL	2.50	11,250.00
14	CRS-2 F.O.B. PLANT SITE	4500	GL	2.50	11,250.00
15	EAP+T F.O.B. PLANT SITE	21000	GL	2.50	52,500.00
16	CRS2-P F.O.B. PLANT SITE	4500	GL	2.90	13,050.00
				Total Group 4:	88,050.00
				Grand Total:	503,700.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	3.25	3,250.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	2.65	106,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	3.25	3,250.00
4	DROP TANKER FEE- F.OB.- SANTA FE	1	EA	850.00	850.00
				Total Group 1:	113,350.00
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	1000	EA	3.25	3,250.00
6	CRS 2 F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
8	DROP TANKER FEE-F.O.B.- SAN LEON	1	EA	850.00	850.00
				Total Group 2:	10,600.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	3.25	3,250.00
10	CRS-2 F.O.B.- CRYSTAL BEACH	5000	GL	2.65	13,250.00
11	EAP+ T F.O.B. - CRYSTAL BEACH	1000	GL	3.25	3,250.00
12	DROP TANKER FEE- F.O.B- CRYSTAL BEACH	1	EA	850.00	850.00
				Total Group 3:	20,600.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	2.50	17,500.00
16	CRS2-P F.O.B.- PLANT SITE	1500	GL	2.90	4,350.00
				Total Group 4:	29,350.00
				Grand Total:	173,900.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL	3.25	3,250.00
2	CRS 2 F.O.B. SANTA FE	40000	GL	2.65	106,000.00
3	EAP+ T F.O.B.- SANTA FE	1000	GL	3.25	3,250.00
4	DROP TANKER FEE- F.O.B.-SANTA FE	1	EA	850.00	850.00
				Total Group 1:	113,350.00
	Group 2 (San Leon)				
5	SS-1-F.O.B. SAN LEON	1000	EA	3.25	3,250.00
6	CRS-2-F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
7	EAP+ T F.O.B.- SAN LEON	1000	GL	3.25	3,250.00
8	DROP TANKER FEE-F.O.B- SAN LEON	1	EA	850.00	850.00
				Total Group 2:	10,600.00
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL	3.75	3,250.00
10	CRS-2-F.O.B.- CRYSTAL BEACH	5000	GL	2.65	13,250.00
11	EAP+T F.O.B.- CRSYTAL BEACH	1000	GL	3.25	3,250.00
12	DROP TANKER FEE-F.O.B.- CRYSTAL BEACH	1	EA	850.00	850.00
				Total Group 3:	20,600.00
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
14	CRS-2 F.O.B. PLANT SITE	1500	GL	2.50	3,750.00
15	EAP+ T F.O.B. - PLANT SITE	7000	GL	2.50	17,500.00

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
16	CRS2-P F.O.B. PLANT SITE	1500	GL	2.90	4,350.00
				Total Group 4:	29,350.00
				Grand Total:	173,900.00

GALVESTON COUNTY
OFFICE OF THE PURCHASING AGENT

INVITATION TO BID (ITB) #25-065
ASPHALT, OILS & EMULSIONS

SUBMISSION DEADLINE:
Thursday, November 13, 2025 – 2:00 PM (CST)

Frank Rodriguez
Purchasing Agent
Galveston County
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Phone: (409) 770-5372

ITB 25-065
SUBMISSION DEADLINE/OPENING: 11/13/2025
TIME: 2:00 PM CST

INVITATION TO BID
ASPHALT, OILS & EMULSIONS
GALVESTON COUNTY, TEXAS

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

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

Please see Item D, SUBMISSION INSTRUCTIONS, for further details

Purpose:
The purpose of this contract is to establish a vendor to provide **SS-1, EAP +T, and CRS-2 Emulsion** for use by Galveston County departments, either through **delivery or pick-up** as needed. Awards may be made by **individual line item, by group, or to the overall low bidder** at the discretion of the County and in the best interest of its operations. The **anticipated annual minimum** purchase is approximately **50,000 gallons**; however, **no minimum or maximum quantities** of the requested materials are implied or guaranteed.

Submittal Instructions:
Sealed bids in **sets of three (3), one (1) single-sided unbound original and two (2) single-sided copy** will be received in the office of the County Purchasing Agent until **2:00 PM, CST, on Thursday, November 13, 2025,** and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Frank Rodriguez, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any bid received after 2:00 PM CST on the specified date will be returned unopened. All bids must be marked on the outside of the envelope:

ITB 25-065, Asphalt, Oils and Emulsions

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes

Procurement Timeline:
A timeline for this ITB and initial process is included below. Galveston County reserves the right to amend these dates and will notify proposers of any changes via an addendum posted on the County's Purchasing Department's website.

• Advertise Solicitation (first date of publication)	Thursday, October 16, 2025
• Advertise Solicitation (second date of publication)	Thursday, October 23, 2025
• **Questions Deadline**	**Thursday, October 30, 2025 by 5:00 PM**
• **Submission Deadline/Bid Opening**	**Thursday, November 13, 2025 at 2:00 PM**

Virtual Bid Opening
Interested parties may attend the Thursday, November 13, 2025 at 2:00 PM CST bid opening virtually by using the following link:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=ma9b992a8864507f935f3867b3a35fccf

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

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

Bond Requirements:
There is no bond required with this Invitation to Bid.

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

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

Frank Rodriguez
Purchasing Agent
Galveston County

GENERAL PROVISIONS

INFORMATION TO BID
ASPHALT, OILS & EMULSIONS
GALVESTON COUNTY, TEXAS

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GALVESTON COUNTY, TEXAS

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GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

INFORMATION TO BID
ASPHALT, OILS & EMULSIONS
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 in sets of three (3), one (1) unbound original, and two (2) copies****, on the forms provided by the County if County forms are provided and shall include the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid under the terms and conditions in this request for Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this request for Bid and the Bidder's response hereto.*

Bidder further understands that 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.

GENERAL PROVISIONS

INFORMATION TO BID
ASPHALT, OILS & EMULSIONS
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
ASPHALT, OILS & EMULSIONS
GALVESTON COUNTY, TEXAS

All questions regarding this Invitation to Bid must be submitted in writing to:

Frank Rodriguez
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.

GENERAL PROVISIONS

INFORMATION TO BID
ASPHALT, OILS & EMULSIONS
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
ASPHALT, OILS & EMULSIONS
GALVESTON COUNTY, TEXAS

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):

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When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);

  (2) Formal (sealed bids, proposals); and

  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

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

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2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(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.

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(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;

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(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free 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.

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(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-

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reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

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For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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(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 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

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appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

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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.

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.

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(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:

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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

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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.

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(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 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.

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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.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

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(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post

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all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic

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Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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

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1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))
Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000. the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.
For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))
Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must

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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 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

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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

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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.

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Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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.

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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.

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Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)
During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)
Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i Recruitment, advertising, and job application procedures.

ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii Rates of pay or any other form of compensation and changes in compensation.

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iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v Leaves of absence, sick leave, or any other leave.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii Activities sponsored by the contractor including social or recreational programs.

ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also 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

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"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.

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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.

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FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this 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.

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)
Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)
Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
"Prohibition of Segregated Facilities"

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.

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c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)
Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST
Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records 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

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Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)
Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

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

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any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)
Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:

   i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
   ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
   iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

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.

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f. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including 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

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foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

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TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT
Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – (GLO)
If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

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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 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.),
including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS
The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

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The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES
Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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);

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National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and,
Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS
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.

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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.

(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:

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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.

(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

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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.

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,

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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[2] five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")
An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

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(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.

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79. ACKNOWLEDGMENT OF GOVERNMENT RECORD
Bidder acknowledges that its submission in this Request for Bids, including its Bid, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES
Bidder acknowledges, by its submission in this request for bids, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. ENTIRETY OF AGREEMENT AND MODIFICATION
This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

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GENERAL PROVISIONS

INFORMATION TO BID
ASPHALT, OILS & EMULSIONS
GALVESTON COUNTY, TEXAS

82. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

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

SPECIAL PROVISIONS

INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS
GALVESTON COUNTY, TEXAS

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ASPHALT, OILS, AND EMULSIONS
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The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

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

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

Please see Item D, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The purpose of this contract is to establish a vendor to provide **SS-1, EAP +T, and CRS-2 Emulsion** for use by Galveston County departments, either through **delivery or pick-up** as needed. Awards may be made by **individual line item, by group, or to the overall low bidder** at the discretion of the County and in the best interest of its operations. The **anticipated annual minimum** purchase is approximately **50,000 gallons**; however, **no minimum or maximum quantities** of the requested materials are implied or guaranteed.

B. EXCEPTIONS TO BID CONDITIONS

Any exceptions to Bid Conditions should be listed on a separated sheet of paper, attached to Bid Submittals and submitted with the Bid at the specified date and time of Bid Opening.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

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

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)	**Thursday, October 16, 2025**
Advertise Solicitation (second date of publication)	**Thursday, October 23, 2025**
Deadline for Questions & Inquiries	**Thursday, October 30, 2025 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, November 13, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, November 13, 2025, 2:00 PM CST bid opening virtually by using the following link:

Join from the meeting link
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=ma9b992a8864507f935f3867b3a35fccf

Join by meeting number
Meeting number (access code): 2484 092 3950

SPECIAL PROVISIONS

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Meeting password: 25-065 (250065 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24840923950## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24840923950@galvestoncountytx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

D. 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, 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) single-sided unbound original Bid and two (2) single-sided Bid copies must be submitted no later than **2:00 PM CST,** on **Thursday, November 13, 2025:**

Frank Rodriguez
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. 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**

E. BID SURETY

A surety / bid bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds ***are not requirements*** of this solicitation.

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G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process ***is not applicable*** to this solicitation.

H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates ***are not requirements*** of this solicitation.

I. 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 "**Asphalt, Oils, and Emulsions– ITB #25-065– 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**

The Bidder must acknowledge the receipt of all addenda on the forms provided. In the event a Bidder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgement of one or more addenda.

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 respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

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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.

J. 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:

Road and Bridge Administrator
722 Moody, (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.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall submit proposals via online portal **or** provide one (1) original and two (2) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

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

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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.

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. SPECIFICATIONS

All requested Asphalt Oils and Emulsions shall meet TXDOT specification Item 300, 2.4 Emulsified Asphalt, Table 7, Table 8, Table 9, and Table 10, and 2.5 Specialty Emulsions, Table 11.

Galveston County is tax exempt and therfore taxes should not be added to the bid price. Galveston County reserves the right to order more or less of this project.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND NOT TO BE CONSTRUED AS RESTRICTIVE.

N. SCOPE OF WORK

Galveston County periodically requires deliveries that may include the placement of transport tanks for temporary on-site storage. When requested, the awarded vendor shall provide tanks that are fully capable of safely storing product volumes exceeding 4,000 gallons, suitable for commercial operations. All tanks delivered and used for product storage must comply with all applicable State, Federal, and local laws and regulations governing the handling and storage of such materials.

Any and all fees associated with this service must be clearly itemized and included in the Line-Item Detail Sheets submitted with the bid.

The County anticipates ordering varying quantities of the specified materials throughout the contract term. The total volume purchased is expected to exceed the estimated minimums listed; however, these quantities are estimates only and are not guaranteed. No minimum or maximum purchase quantities are promised or implied. All materials will be ordered on an as-needed basis, with actual purchase amounts dependent upon operational requirements, weather conditions, and available funding. The County will pay only for materials ordered, delivered, and/or picked up by authorized County personnel.

A Manufacturer's Safety Data Sheet (MSDS) must accompany all applicable deliveries. In the event of a quality concern with any Asphalt, Oils, or Emulsion materials provided during the contract period, the County reserves the right to obtain independent laboratory testing through a third-party representative. If test results confirm that the product fails

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to meet County specifications, the cost of testing shall be borne entirely by the successful bidder, who must promptly provide corrective action or product replacement acceptable to Galveston County. Conversely, if test results confirm that the product meets specifications, the County will assume responsibility for the cost of the testing.

The County reserves the right to reject any bid submitted by a vendor that does not utilize certified scales, as required by the Weights and Measures Division of the Texas Department of Agriculture or by a company duly registered and certified by that Department. Each load of material sold on a unit-weight basis shall be weighed on certified scales that are properly inspected and documented.

O. AWARDED PRICES

Any unit prices submitted by the Bidder shall be FOB Galveston County- 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.

P. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

End of Special Provisions

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Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

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)	_____
2. Addenda Acknowledgement (if any)	#1_____ #2_____ #3_____ #4_____
3. "Walked In" submittals: One (1) original, two (2) copy of submittals; Bonfire: One (1) submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
10. ATTACHMENT G - Information for Notice	_____
11. ATTACHMENT H - References	_____
12. Three (3) signed contracts (attached)	_____
13. Line-Item Detail Sheet (attached)	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bid the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

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 htt ://www.irs. ov ublirs-rdflfw9. df 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 htt ://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:
h.. ://federalcontractorregistry.com/?· clid=CIGlhf2rr8wCFYkCa 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

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:**
   Attention Line:
2. **Physical Address:**
   City: **State:** **Zip+4:**
3. **Billing / Remit Address:**
   City: **State:** **Zip+4**
4. **Main Contact Person:**
   Main Phone Number:
   Fax Number:
   E-mail Address:

Areas below are for County use only.

Requested By: **Phone / Ext. #**
Department: **Date:**

Action Requested - Check One:
( ) Add New
( ) Inactivate
( ) Landlord
( ) OneTime

IFAS PEID Vendor Number:
( ) Change Data
( ) Employee
( ) Foster Parent
( ) Foster Child

( ) Re-activate
( ) Attorney
( ) Refund

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

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 Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-9.

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

OFFICE USE ONLY
Date Received

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.

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

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

Date

Adopted 06/29/2007

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: **ITB 25-065**

Solicitation Title: **ASPHALT, OILS & EMULSIONS**

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.

_____ _____

Name of Business Date

By:_____ _____

Signature Printed Name & Title

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
ITB 25-065 ASPHALT, OILS & EMULSIONS

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:_____

Address:_____

City: _____ State:_____ Zip Code:_____

Signature of Authorized Signatory for Proposer:_____ Date Signed:_____

Title of Authorized Signatory of Proposer:_____

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
  (Individual, Partner, Corporate Officer) (Name of Qualifier)
  submitted the attached Qualification in **ITB 25-065 ASPHALT, OILS & EMULSIONS**

- 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 _____ day of _____, 2025.

_____
Notary Public

My Commission Expires: _____

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: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

Individual: _____

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: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

Name of Individual: _____

Signature of Individual: _____



ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: ITB 25-065

Solicitation Title: ASPHALT, OILS & EMULSIONS

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

   Name:_____

   Address:_____

   _____

   Telephone Number:_____ Facsimile number:_____

2. If a copy of notice is requested, please complete below:

   Name:_____

   Address:_____

   _____

   Telephone Number:_____ Facsimile number:_____

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."

ATTACHMENT H
REFERENCES

Solicitation Number: ITB 25-065

Solicitation Title: ASPHALT, OILS & EMULSIONS

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: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

2. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

3. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: 238013

Solicitation Number: 25-065, Asphalt, Oils & Emulsions

Term of Contract: Three (3) year with two (2) one (1) year extensions

Beginning date of the Contract will be January 24, 2026. The Contract will terminate on January 23, 2029.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within _N/A____ 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 job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract 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 contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental 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 Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: 238013

Solicitation Number: 25-065, Asphalt, Oils & Emulsions

Term of Contract: Three (3) year with two (2) one (1) year extensions

Beginning date of the Contract will be January 24, 2026. The Contract will terminate on January 23, 2029.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within _N/A____ 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 job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract 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 contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

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21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

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Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: 238013

Solicitation Number: 25-065, Asphalt, Oils & Emulsions

Term of Contract: Three (3) year with two (2) one (1) year extensions

Beginning date of the Contract will be January 24, 2026. The Contract will terminate on January 23, 2029.

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within _N/A____ 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 job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

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Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR
YEARS 1 through 3

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1- F.O.B. - SANTA FE	3000	GL		
2	CRS- 2 F.O.B. - SANTA FE	120000	GL		
3	EAP+ T F.O.B. - SANTA FE	3000	GL		
4	DROP TANKER FEE- F.O.B.- SANTA FE	3	EA		
				Total Group 1:	
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	3000	EA		
6	CRS-2-F.O.B. - SAN LEON	3000	GL		
7	EAP+T F.O.B.- SAN LEON	3000	GL		
8	DROP TANKER FEE- F.O.B.- SAN LEON	3	EA		
				Total Group 2:	
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1500	GL		
10	CRS-2 F.O.B.- CRYSTAL BEACH	15000	GL		
11	EAP+ T F.O.B.- CRYSTAL BEACH	1500	GL		
12	DROP TANKER FEE-F.O.B- CRYSTAL BEACH	3	EA		
				Total Group 3:	

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS FOR
YEARS 1 through 3

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	4500	GL		
14	CRS-2 F.O.B. PLANT SITE	4500	GL		
15	EAP+T F.O.B. PLANT SITE	21000	GL		
16	CRS2-P F.O.B. PLANT SITE	4500	GL		
				Total Group 4:	
				Grand Total:	

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL		
2	CRS 2 F.O.B. SANTA FE	40000	GL		
3	EAP+ T F.O.B.- SANTA FE	1000	GL		
4	DROP TANKER FEE- F.OB.- SANTA FE	1	EA		
				Total Group 1:	
	Group 2 (San Leon)				
5	SS-1-F.O.B.- SAN LEON	1000	EA		
6	CRS 2 F.O.B.- SAN LEON	1000	GL		
7	EAP+ T F.O.B.- SAN LEON	1000	GL		
8	DROP TANKER FEE-F.O.B.- SAN LEON	1	EA		
				Total Group 2:	
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL		
10	CRS-2 F.O.B.- CRYSTAL BEACH	5000	GL		
11	EAP+ T F.O.B. - CRYSTAL BEACH	1000	GL		
12	DROP TANKER FEE- F.O.B- CRYSTAL BEACH	1	EA		
				Total Group 3:	

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OIL & EMULSIONS FOR YEAR 4

Group 4 (Plant Site)					
13	SS-1 F.O.B. PLANT SITE	1500	GL		
14	CRS-2 F.O.B. PLANT SITE	1500	GL		
15	EAP+ T F.O.B. - PLANT SITE	7000	GL		
16	CRS2-P F.O.B.- PLANT SITE	1500	GL		
				Total Group 4:	
				Grand Total:	

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
	Group 1 (Santa Fe)				
1	SS-1-F.O.B. SANTA FE	1000	GL		
2	CRS 2 F.O.B. SANTA FE	40000	GL		
3	EAP+ T F.O.B.- SANTA FE	1000	GL		
4	DROP TANKER FEE- F.O.B.-SANTA FE	1	EA		
				Total Group 1:	
	Group 2 (San Leon)				
5	SS-1-F.O.B. SAN LEON	1000	EA		
6	CRS-2-F.O.B.- SAN LEON	1000	GL		
7	EAP+ T F.O.B.- SAN LEON	1000	GL		
8	DROP TANKER FEE-F.O.B- SAN LEON	1	EA		
				Total Group 2:	
	Group 3 (Crystal Beach)				
9	SS-1 F.O.B.- CRYSTAL BEACH	1000	GL		
10	CRS-2-F.O.B.- CRYSTAL BEACH	5000	GL		
11	EAP+T F.O.B.- CRSYTAL BEACH	1000	GL		
12	DROP TANKER FEE-F.O.B.- CRYSTAL BEACH	1	EA		
				Total Group 3:	
	Group 4 (Plant Site)				
13	SS-1 F.O.B. PLANT SITE	1500	GL		
14	CRS-2 F.O.B. PLANT SITE	1500	GL		
15	EAP+ T F.O.B. - PLANT SITE	7000	GL		

ITB 25-065
OPEN: 11/13/2025
TIME: 2:00 PM

LINE ITEM DETAIL
ASPHALT, OILS & EMULSIONS
FOR YEAR 5

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
16	CRS2-P F.O.B. PLANT SITE	1500	GL		
				Total Group 4:	
				Grand Total:	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
41.

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

One America Q2 & Q3 plans update presented by NFP submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/16/25 8:19 am