GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
SPECIAL MEETING
AGENDA

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

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

Monday, August 18, 2025 **9:30 AM** **CALDER MEETING LOCATION**

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

SPECIAL MEETING

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

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

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 8/18/2025

***2.** Order for payroll ending 8/13/2025 bi-weekly #17

***3.** Order for supplemental payroll period ending 8/13/2025 bi-weekly #17

***4.** Early check release dated 8/5/2025 to Microsoft Corporation EFT-0025740

***5.** Receive and file notification for transfer of funds within the County Auditor's expenditure accounts

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

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

***8.** Receive and file Summary of Biweekly Personnel Movements pay period #15, July 03 - July 16, 2025, submitted by Human Resources

***9.** Receive and file Summary of Biweekly Personnel Movements pay period #16, July 17 - July 30, 2025, submitted by Human Resources

***10.** Consideration of approval of the NFP Investment Advisory and Consulting Agreements for the Galveston County Social Security Replacement Plan and The Alternate Plan for Galveston County, with the updated One America plan numbers submitted by Human Resources

***11.** Consideration of approval of the executive recruitment services proposal for the grants director from CPS HR, submitted by Human Resources

***12.** Receive and file July 2025 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections

***13.** Receive and file notification of installed stop sign submitted by the Road & Bridge Department

***14.** Receive and file transfer of funds within the District Attorney's Forfeiture Fund 2131-127100 submitted by the District Attorney

***15.** Consideration of a resolution honoring the retirement of Road & Bridge Administrator, Lee Crowder, submitted by Commissioner, Precinct 2

***16.** Consideration of approval of amendment #7 between Houston Galveston Area Council Agency Area on Aging Providers and Elior Inc. dba TRIO Community Meals, LLC for congregate meals for the senior program, submitted by Parks and Cultural Services

***17.** Consideration to approve Memorandum of Understanding for the operation of the Juvenile Justice Alternative Education Program (JJAEP) for the 2025-2026 school year submitted by Juvenile Justice

***18.** Consideration of authorizing the County Judge to sign O'Haver Contractors Certificate of Substantial Completion for Galveston County Road & Bridge Facility submitted by Facilities

***19.** Consideration of proposal BA2024051 and BA2024051-1 for Brazos Urethane for roof replacement project at Texas City Animal Resource Center submitted by Facilities

***20.** Consideration of authorizing Otis Service and Repair Order to repair elevator at Galveston County Justice Center at 600 59th St., Galveston, TX 77550 submitted by Facilities

***21.** Consideration of approval of the early voting polling locations for the November 2025 Constitutional Election submitted by the County Clerk

***22.** Consideration of approval of the election day polling locations for the November 2025 Constitutional Election submitted by the County Clerk

***23.** Consideration of authorization for the County Judge to approve the list of workers from the Republican and Democratic parties for the 2025-2026 election years submitted by the County Clerk

***24.** Consideration of authorization for the County Judge to sign contract for election services between Bolivar Peninsula SUD and the Galveston County Elections Division submitted by the County Clerk

***25.** Consideration of authorization for the County Judge to sign contract for election services between City of Galveston and the Galveston County Elections Division submitted by the County Clerk

***26.** Consideration of authorization for the County Judge to sign contract for election services between City of La Marque and the Galveston County Elections Division submitted by the County Clerk

***27.** Consideration of authorization for the County Judge to sign contract for election services between Friendswood Independent School District and the Galveston County Elections Division submitted by the County Clerk

***28.** Consideration of authorization for the County Judge to sign contract for election services between Galveston Independent School District and the Galveston County Elections Division submitted by the County Clerk

***29.** Consideration of approval of CorEMR Electronic Medical Records maintenance/support proposal with CorEMR submitted by Information Technology

***30.** Consideration for the County Judge to execute the shared Interlocal Government Agreement for Office Support for the School Resource Officer Program with Texas City, Dickinson, and Clear Creek Independent School Districts submitted by the Sheriff's Office

***31.** Consideration for the County Judge to execute the Interlocal Government Agreement for School Resource Officer Program with Clear Creek Independent School District submitted by the Sheriff's Office

***32.** Consideration for the County Judge to execute the Interlocal Government Agreement for School Resource Officer Program with Dickinson Independent School District submitted by Sheriff's Office

***33.** Consideration for the County Judge to execute the Interlocal Government Agreement for School Resource Officer Program with Odyssey Academy submitted by the Sheriff's Office

***34.** Consideration for the County Judge to execute the Interlocal Government Agreement for School Resource Officer Program with Texas City Independent School District submitted by the Sheriff's Office

***35.** Consideration for authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements for roof replacement at Mosquito Control Department on behalf of the Facilities Department submitted by the Purchasing Agent

***36.** Consideration for authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements to procure the computer refresh on behalf of Information Technology Department submitted by the Purchasing Agent

***37.** Consideration for authorization to not extend ITB 24-013 Vehicle Collision and Body Repair and authorization to re-solicit for these services submitted by the Interim Purchasing Agent

***38.** Consideration for authorization to extend the contract for RFP #B232018, HVAC Supplies and Equipment submitted by the Interim Purchasing Agent

***39.** Consideration for authorization to issue formal solicitations for yearly newsletter for county taxpayers submitted by the Interim Purchasing Agent

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

***41.** Consideration of Resolution approving assignment of private activity bond authority between Southeast Texas Housing Finance Corporation and Texas Department of Housing and Community Affairs in accordance with Chapter 1372.044 of the Texas Government Code, submitted by Legal Services Manager

***42.** Consideration of Settlement Agreement and Full Release with USAA Subrogation Unit from an incident that occurred on or about May 10, 2024, submitted by Legal Services Manager

***43.** Consideration of an order setting civil citation fees to be charged by the Galveston County Sheriff and Constables for the calendar year 2026, submitted by Legal Services Manager

***44.** Consideration of approval of permit number TCSW-25-382 to install a temporary 3" discharge pipe in County-owned property downstream of the Texas City Pump Station submitted by the County Engineer

***45.** Consideration of authorizing the County Judge to execute Change Order no. 1 to Lucas Construction Co, Inc. contract for the City of Dickinson Highway 3 Boat Ramp & Parking Lot Reconstruction project submitted by the County Engineer

***46.** Consideration of approval of Salty Shores subdivision plat submitted by Platting & Right-of-Way

***47.** Consideration of request of tax refunds in excess of $2,500.00 submitted by the Tax Assessor/Collector

***48.** Consideration of authorization for the County Judge to sign the 2026 Auto Crimes Task Force grant award from the Texas Motor Vehicle Crime Prevention Authority as submitted by Professional Services

***49.** Consideration of authorization for County Judge to sign FY 2026 Catalytic Converter grant award from the Texas Motor Vehicle Crime Prevention Authority as submitted by Professional Services

***50.** Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 23 Edgewater Drive, Hitchcock, Texas under the Hazard Mitigation Grant Program grant award No. 4332-0025-E103 from the Texas Division of Emergency Management as submitted by Professional Services

***51.** Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 2127 Winn Street, Kemah, Texas under the Hazard Mitigation Grant Program grant award No. 4332-0025-E122 from the Texas Division of Emergency Management as submitted by Professional Services

***52.** Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 506 E Shore Drive, Clear Lake Shores, Texas 77565 under the Hazard Mitigation Grant Program grant award No. 4332-0025-E107 from the Texas Division of Emergency Management as submitted by Professional Services

***53.** Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 910 Vivian Street, Kemah, Texas under the Hazard Mitigation Grant Program grant award No. 4332-0239-E112 from the Texas Division of Emergency Management as submitted by Professional Services

***54.** Consideration of authorization for County Judge to sign Tri-Party Elevation Engineering Agreement regarding the property at 7128 Avenue Q1/2, Galveston, Texas under the Hazard Mitigation Grant Program grant award No. 4332-0239-E140 from the Texas Division of Emergency Management as submitted by Professional Services

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

***55.** 25-162-0818-A
General Government- Request transfer from General Fund & Flood Control - Budgeted Reserves to General Government & Flood Control - Agency Memberships to fund quarter four appraisal district invoices

***56.** 25-163-0818-B
212th District Court- Request transfer within General Fund - 212th District Court from Travel and Conference to Administrative Supplies to fund the additional purchase of administrative supplies

***57.** 25-164-0818-C
122nd District Court - Request transfer within General Fund - 122nd District Court from Travel and Conference to Administrative Supplies to fund the additional purchase of administrative supplies

***58.** 25-165-0818-D
Information Technology- Request transfer from General Fund - Budgeted Reserves to Information Technology - Other Contract Services to fund the purchase of temporary hosting and migration of the CoreEMR system

***59.** 25-166-0818-E
Human Resources- Request from the Employee Benefits Fund - Unreserved Retained Earnings to increase the extraordinary supplies spend category to purchase of a bike rack for the Moody Courthouse

***60.** 25-167-0818-F
District Attorney- Request transfer from within General Fund from Various Cost Centers - Various Spend Categories to District Attorney - Various Spend Categories to support costs for the remainder of the fiscal year

Action Agenda

County Clerk

61. Receipt and opening of bids for Bank Depository Contract Proposal Number 25-029

Purchasing

62. Consideration of awarding RFQ 25-055 Texas Community Development Block Grant Fund Program (2025-2026 TXCDBG) Engineering and Surveying Services - High Island Waterline Project

General Counsel

a. Break into Executive Session:

b. Executive Session:

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

b.63. 25-CV-0953; Save R Hood, Inc. & Anthony Griffin v County of Galveston, Texas et al in the District Court of Galveston County, in the 212th Judicial District

b.64. D.S., EEOC Charge 460-2025-08579

b.65. O'Haver Agreement

c. Reconvene into Special Meeting

Adjourn

Appearances before Commissioners Court

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

Executive Sessions

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

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 8/18/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 4:24 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 8/13/2025 bi-weekly #17

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 4:24 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 8/13/2025 bi-weekly #17

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 4:35 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Early check release dated 8/5/2025 to Microsoft Corporation EFT-0025740

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 10:31 am

Galveston County
Request for Early Release of Payment
Via EFT to include ACH or Wire

Why do you need the early release? This is for a past due invoice owed to Microsoft Corporation. The invoice is currently overdue, and prompt payment is necessary to avoid further delays or potential disruptions in service.

Early Release Date Needed: 8/5/2025

Amount $ 133,124.31

Vendor Name: Microsoft Corporation

Requested by (Employee): Lauren Michaels (print name) | 6233 (Ext.) | Lauren Michaels (signed)

Approved by (Department Head): Misty Witmer (print name) | 5409 (Ext.) | (signed)

Department Name: Information Technology

Disposition: ☑ EFT/ACH ☐ Wire

Approved by County Auditor: Sergio Cruz (signed) | 08/05/2025 (date)

Approved by County Judge: Mark Henry (signed) | 08/05/25 (date)

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

Microsoft

INVOICE

Remit To Information

Tax ID# 91-1144442

Wire/ACH Transfer to:
ACH ABA# 111000012/Wire ABA# 026009593
Bank of America Account# 3750825354

Please do not send any physical checks to any address listed within this invoice

Invoice Information

Invoice No:	**9899311580**	**Contract No.:**	190026308
Customer PO No.:	**PO-0001781**	**Agreement Start Date:**	03/15/2025
Invoice Date:	03/26/2025	**Agreement End Date:**	03/14/2028
Payment Due Date:	04/25/2025	**Support Period Start Date:**	03/15/2025
		Support Period End Date:	03/14/2026

Due net, 30 days from invoice
Customer Region Code: CNTGFCST30

Customer Billing Information

County of Galveston
Firas Azez
Accounts Payable 722 Moody,
4th Floor
GALVESTON TX 77550
US
Billing Contact Phone: 409-770-6200
Billing Contact Email: Firas.Azez@galvestoncountytx.gov

Customer Delivery Site

Firas Azez
County of Galveston
722 Moody Ave, Ste 202
GALVESTON TX 77550-2318
US
CSM Phone: 409-770-6200
CSM Email: Firas.Azez@galvestoncountytx.gov

Invoice Contact

Questions regarding payment of this invoice? Contact:
NA Collector #5
Phone:
Fax:
E-mail:

Item No.	Service Number	Service Description	Quantity	Unit Price	Ext.Price	Tax Rate	Tax Amount
1	1YMPKG1YMUSD-01	Unfd AddOn | ProSv - Security	1	2,000.00	2,000.00	0.000%	0.00
					Total Sales		2,000.00
					Tax (0.000%)		0.00
					Total		2,000.00
2	EDBPKG1LBUSD-01	EDE | Modern Work	1	59,350.00	59,350.00	0.000%	0.00
					Total Sales		59,350.00
					Tax (0.000%)		0.00
					Total		59,350.00
3	ESFPKG0ULUSD-01	ES | Cybersec Enhanced Solutions	1	4,200.46	4,200.46	0.000%	0.00
					Total Sales		4,200.46
					Tax (0.000%)		0.00

Microsoft

Invoice Information

Invoice No:	**9899311580**	**Contract No.:**	190026308
Customer PO No.:	**PO-0001781**	**Agreement Start Date:**	03/15/2025
Invoice Date:	03/26/2025	**Agreement End Date:**	03/14/2028
Payment Due Date:	04/25/2025	**Support Period Start Date:**	03/15/2025
		Support Period End Date:	03/14/2026

Due net, 30 days from invoice

Item No.	Service Number	Service Description	Quantity	Unit Price	Ext.Price	Tax Rate	Tax Amount
					Total		4,200.46
4	UESPKGZW3USD-01	Unified Enterprise Support	1	67,573.85	67,573.85	0.000%	0.00
					Total Sales		67,573.85
					Tax (0.000%)		0.00
					Total		67,573.85

COMMENTS:
Credit for invocie #9899053111: PO # PO-0001781

Total Sale	133,124.31
Tax	0.00
Total Amount	**133,124.31**
Payable in	**USD**

We hereby certify that the information on this document is true and correct.
For faster and more accurate processing, please reference your invoice number when remitting payment.
Microsoft Corporation

Find Payments - County Auditor Voucher Warrants Report

Settlement Run Number: SR-0000197
Payment Amount Equal To: 0
Payment Amount Greater Than: 0
Payment Amount Less Than: 0
Is Intercompany: No
Is Direct Intercompany: No

Payment Category	Payee / Payor	Transaction Date	Payment Type	Settlement Run	Transaction Reference	Payment Amount
Supplier Payment	MICROSOFT CORPORATION	08/05/2025	EFT	SR-0000197	EFT-0025740	133,124.31
						133,124.31

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 08/05/2025

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

Sergio Cruz
Sergio Cruz, County Auditor

Mark Henry, Galveston County Judge

Darrell A. Apffel, Galveston County Commissioner, Pct 1

Joe Giusti, Galveston County Commissioner, Pct 2

ATTEST:

Hank Dugie, Galveston County Commissioner, Pct 3

Dwight D. Sullivan, County Clerk

Robin Armstrong, MD, Galveston County Commissioner, Pct 4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

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

Receive and file notification for transfer of funds within the County Auditor's expenditure accounts

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 10:22 am

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/05/2025 : BAT-0000234

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000234
Amendment Date	08/05/2025
Description	Request of transfer of fund within County Auditor's Office from Extraordinary Supplies to Furniture & Fixtures for the purchase of needed office equipment.
Amendment Type	Receive and File
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	151300 County Auditor	1101 General Fund		Furniture and Fixtures			$10,721.51	$0.00	Request of transfer of fund within County Auditor's Office from Extraordinary Supplies to Furniture & Fixtures for the purchase of needed office equipment.	
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	151300 County Auditor	1101 General Fund		Extraordinary Supplies			$0.00	$10,721.51	Request of transfer of fund within County Auditor's Office from Extraordinary Supplies to Furniture & Fixtures for the purchase of needed office equipment.	

080425 CO OF GALVESTON AUDITOR OFFICE TD 648518.pdf

File Name	080425 CO OF GALVESTON AUDITOR OFFICE TD 648518.pdf
Content Type	application/pdf
Updated By	Mariela Martinez
Upload Date	08/05/2025 03:03:35 PM
Comment	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/05/2025 03:03:35 PM	08/06/2025	Mariela Martinez	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/07/2025 11:04:46 AM	08/07/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/07/2025 11:07:56 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/06/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	08/07/2025 11:48:05 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	08/07/2025 02:16:33 PM	08/09/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		08/09/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 9:38 am

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Settlement Run SR-0000194
Organization The County of Galveston
Currency USD
Group Payment Date 08/01/2025
Payment Category Ad Hoc Payment
Bank Account Prosperity-District Clerk Odyssey 3561
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Linebarger Goggan Blair & Sampson, LLP - 07/29/2025	Complete	Linebarger Goggan Blair & Sampson, LLP	Ad Hoc Payment	Check	07/29/2025		16-TX-0351		2897	150.00	USD	150.00	USD
Ad Hoc Payment: Ashley N. Thomson - 07/31/2025	Complete	Ashley N. Thomson	Ad Hoc Payment	Check	07/31/2025		25-CV-1221		2896	85.00	USD	85.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 08/01/2025 12:01 PM	2	235.00	USD	08/01/2025 02:01:19 PM	Ad Hoc Payment - Odyssey - 08/01/2025 12:01 PM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 08/01/2025, 12:01 PM	2	235.00	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	08/01/2025 02:01:08 PM	08/02/2025	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Step Completed	08/01/2025 02:01:20 PM	08/01/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	08/01/2025 02:01:20 PM	08/02/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 08/01/2025 for $235.00	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 10:29 am

Payment Printing Run Ad Hoc Payment - Odyssey - 07/25/2025 11:17 AM
Settlement Run SR-0000191
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Ad Hoc Payment - Odyssey - 07/25/2025 11:17 AM.pdf
Status Completed

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 07/25/2025 01:17 PM
100%
Total Processing Time (hour:min:sec)
00:00:15
Response Message
Integration Completed.

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Advario North America LLC - 07/23/2025	07/23/2025	313145	833.00	USD	Advario North America LLC
Ad Hoc Payment: Alexia Trevino - 07/23/2025	07/23/2025	313146	2,000.00	USD	Alexia Trevino
Ad Hoc Payment: Brayan Cardenas - 07/23/2025	07/23/2025	313147	105.00	USD	Brayan Cardenas
Ad Hoc Payment: Brianna Rachelle Alleman - 07/23/2025	07/23/2025	313148	40.00	USD	Brianna Rachelle Alleman
Ad Hoc Payment: DAPHNE MAYES MAYES - 07/23/2025	07/23/2025	313149	40.00	USD	DAPHNE MAYES MAYES
Ad Hoc Payment: DPS Crime Lab - 07/23/2025	07/23/2025	313150	59.00	USD	DPS Crime Lab
Ad Hoc Payment: EDWARD JANEK SR. - 07/23/2025	07/23/2025	313151	800.00	USD	EDWARD JANEK SR.
Ad Hoc Payment: ELIZABETH GOMEZ - 07/23/2025	07/23/2025	313152	63.80	USD	ELIZABETH GOMEZ
Ad Hoc Payment: Gajjan Singh - 07/23/2025	07/23/2025	313153	1,500.00	USD	Gajjan Singh
Ad Hoc Payment: Gloria Ellisor - 07/23/2025	07/23/2025	313154	14.50	USD	Gloria Ellisor
Ad Hoc Payment: Graber Family Partnership - 07/23/2025	07/23/2025	313155	148.00	USD	Graber Family Partnership
Ad Hoc Payment: Kristen Lovett - 07/23/2025	07/23/2025	313156	105.00	USD	Kristen Lovett
Ad Hoc Payment: LEAGUE CITY YOUTH SPORTS ORGANIZATION - 07/23/2025	07/23/2025	313157	300.00	USD	LEAGUE CITY YOUTH SPORTS ORGANIZATION
Ad Hoc Payment: Linda Curry Conway - 07/23/2025	07/23/2025	313158	175.00	USD	Linda Curry Conway
Ad Hoc Payment: Lisa Nunez - 07/23/2025	07/23/2025	313159	80.00	USD	Lisa Nunez
Ad Hoc Payment: Shirley Guidry - 07/23/2025	07/23/2025	313160	75.00	USD	Shirley Guidry
Ad Hoc Payment: STATE FARM INSURANCE RE:CLAIM#53-29B5 - 07/23/2025	07/23/2025	313161	600.00	USD	STATE FARM INSURANCE RE:CLAIM#53-29B5
Ad Hoc Payment: STATEWIDE SERVICES - 07/23/2025	07/23/2025	313162	500.00	USD	STATEWIDE SERVICES
Ad Hoc Payment: Texas City Hospitality - 07/23/2025	07/23/2025	313163	100.00	USD	Texas City Hospitality

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Texas Department of Public Safety - 07/23/2025	07/23/2025	313164	60.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/23/2025	07/23/2025	313165	50.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/23/2025	07/23/2025	313166	50.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/23/2025	07/23/2025	313167	25.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/23/2025	07/23/2025	313168	20.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/23/2025	07/23/2025	313169	55.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 07/23/2025	07/23/2025	313170	45.00	USD	Texas Department of Safety Restitution Accounting

Positive Pay Files

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 07/25/2025, 11:17 AM	26	7,843.30	USD	Payment Printing Event	Payment Printing Event	Step Completed	07/25/2025 01:17:32 PM	07/26/2025	Annaya Nigrelle	1	
				Payment Printing Event	Approval by Settlement Specialist	Approved	07/25/2025 01:18:41 PM		Susie Smith (Settlement Specialist)	1	
				Payment Printing Event	Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound	Not Required		07/26/2025		0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Integration Process Event (INT030 Prosperity Bank Financials Positive Pay with Voids Outbound (TOP LEVEL))	Automatic Complete	07/25/2025 01:18:41 PM			0	

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Fire Integration	Awaiting Integration Response	07/25/2025 01:18:41 PM		Workday Service	1	

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000194
Organization The County of Galveston
Currency USD
Group Payment Date 08/01/2025
Payment Category Ad Hoc Payment
Bank Account Prosperity-Court Collections Odyssey 9911
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: John Charles Boridy - 07/30/2025	Complete	John Charles Boridy	Ad Hoc Payment	Check	07/30/2025		20-CR-3761		313184	100.00	USD	100.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/30/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/30/2025		17-CR-3243		313190	60.00	USD	60.00	USD
Ad Hoc Payment: CVS STORE 6319 - 07/30/2025	Complete	CVS STORE 6319	Ad Hoc Payment	Check	07/30/2025		18-CR-1204		313177	7,737.71	USD	7,737.71	USD
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 07/30/2025	Complete	HHSC-OFFICE OF INSPECTOR GENERAL	Ad Hoc Payment	Check	07/30/2025		24-CR-3174		313180	245.77	USD	245.77	USD
Ad Hoc Payment: JESSICA MARIEL DELOCH - 07/30/2025	Complete	JESSICA MARIEL DELOCH	Ad Hoc Payment	Check	07/30/2025		MD-0411171		313183	50.00	USD	50.00	USD
Ad Hoc Payment: CENTER POINT ENERGY C/O JNR ADJUSTMENT CO ACCT #PR2019172994- TA JNR# 2MN6072A - 07/30/2025	Complete	CENTER POINT ENERGY C/O JNR ADJUSTMENT CO ACCT #PR2019172994- TA JNR# 2MN6072A	Ad Hoc Payment	Check	07/30/2025		20-CR-0298		313175	200.00	USD	200.00	USD
Ad Hoc Payment: ANGELINA GALINDO - 07/30/2025	Complete	ANGELINA GALINDO	Ad Hoc Payment	Check	07/30/2025		22-CR-2790		313172	625.00	USD	625.00	USD
Ad Hoc Payment: U.S. Postal Service - 07/30/2025	Complete	U.S. Postal Service	Ad Hoc Payment	Check	07/30/2025		23-CR-3349		313196	300.00	USD	300.00	USD
Ad Hoc Payment: Elvis Sigueza - 07/30/2025	Complete	Elvis Sigueza	Ad Hoc Payment	Check	07/30/2025		17-CR-3523		313179	100.00	USD	100.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/30/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/30/2025		24-CR-2836		313193	5.00	USD	5.00	USD
Ad Hoc Payment: JACQUELINE ZHANE NELSON - 07/30/2025	Complete	JACQUELINE ZHANE NELSON	Ad Hoc Payment	Check	07/30/2025		23-CR-1204		313181	20.00	USD	20.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Araceli Sarai Sorto - 07/30/2025	Complete	Araceli Sarai Sorto	Ad Hoc Payment	Check	07/30/2025		24-CR-4280		313173	60.00	USD	60.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/30/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/30/2025		25-CR-0082		313192	20.00	USD	20.00	USD
Ad Hoc Payment: City Of Galveston - 07/30/2025	Complete	City Of Galveston	Ad Hoc Payment	Check	07/30/2025		18-CR-2549		313176	15.39	USD	15.39	USD
Ad Hoc Payment: Texas Municipal League - 07/30/2025	Complete	Texas Municipal League	Ad Hoc Payment	Check	07/30/2025		18-CR-2549		313194	354.61	USD	354.61	USD
Ad Hoc Payment: State Wide Services - 07/30/2025	Complete	State Wide Services	Ad Hoc Payment	Check	07/30/2025		17-CR-0256		313188	500.00	USD	500.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/30/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/30/2025		18-CR-2532		313191	180.00	USD	180.00	USD
Ad Hoc Payment: Donald M Gundermann - 07/30/2025	Complete	Donald M Gundermann	Ad Hoc Payment	Check	07/30/2025		17-CR-1857		313178	120.00	USD	120.00	USD
Ad Hoc Payment: Camillo Properties - 07/30/2025	Complete	Camillo Properties	Ad Hoc Payment	Check	07/30/2025		24-CR-1733		313174	90.14	USD	90.14	USD
Ad Hoc Payment: Thomas Kyle Webb - 07/30/2025	Complete	Thomas Kyle Webb	Ad Hoc Payment	Check	07/30/2025		24-CR-0399		313195	37.69	USD	37.69	USD
Ad Hoc Payment: Nancy Miller - 07/30/2025	Complete	Nancy Miller	Ad Hoc Payment	Check	07/30/2025		24-CR-0399		313186	19.68	USD	19.68	USD
Ad Hoc Payment: Terri Lynn Moon - 07/30/2025	Complete	Terri Lynn Moon	Ad Hoc Payment	Check	07/30/2025		24-CR-0399		313189	37.69	USD	37.69	USD
Ad Hoc Payment: AMY & ASHLEY VAN METER - 07/30/2025	Complete	AMY & ASHLEY VAN METER	Ad Hoc Payment	Check	07/30/2025		24-CR-0399		313171	59.71	USD	59.71	USD
Ad Hoc Payment: Martin Steven Littleton, Jr. - 07/30/2025	Complete	Martin Steven Littleton, Jr.	Ad Hoc Payment	Check	07/30/2025		19-CR-2008		313185	600.00	USD	600.00	USD
Ad Hoc Payment: JAMES CHAMBERS - 07/31/2025	Complete	JAMES CHAMBERS	Ad Hoc Payment	Check	07/31/2025		21-CR-2662		313182	750.00	USD	750.00	USD
Ad Hoc Payment: Sandra Barrera - 08/01/2025	Complete	Sandra Barrera	Ad Hoc Payment	Check	08/01/2025		MD-0410982		313187	200.00	USD	200.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 08/01/2025 12:01 PM	26	12,488.39	USD	08/01/2025 02:01:37 PM	Ad Hoc Payment - Odyssey - 08/01/2025 12:01 PM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 08/01/2025, 12:01 PM	26	12,488.39	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	08/01/2025 02:01:07 PM	08/02/2025	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Not Required		08/02/2025		0	
Print Checks Task	Print Checks	Step Completed	08/01/2025 02:01:38 PM	08/01/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	08/01/2025 02:01:38 PM	08/02/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 08/01/2025 for $12,488.39	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Receive and file Summary of Biweekly Personnel Movements pay period #15, July 03 - July 16, 2025, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/5/25 12:27 pm

Biweekly Movement for New Hires PP#15 - 07/03/2025 - 07/16/2025

Division Name	Employee	Hire Date	Job Profile	Salary	Reason
Sheriff's Office	Alexis Farrell Rodas	7/3/2025	Digital Support Analyst	$53,089.00	Appointment
Sheriff's Office	Archie Chapman	7/3/2025	Deputy Constable V - (Part-Time)	$35.41/hour	Appointment
Commissioner Pct. 4	Bailey Brents	7/3/2025	Policy and Constituent Advisor	$53,089.00	Appointment
Tax Office	Claudia Carter	7/3/2025	Customer Service Representative I	$34,222.00	Appointment
Sheriff's Office	Garrick Hicks	7/3/2025	Deputy Sheriff II	$63,345.00	Appointment
10th District Court	Jack Abbott	7/9/2025	Intern - Paid Clerkship	$25.00/hour	Appointment
District Attorney	Joy Hebert	7/3/2025	Administrative Assistant I	$37,729.00	Appointment
Tax Office	Keyara Lenford	7/10/2025	Customer Service Representative I	$34,222.00	Appointment
Sheriff's Office	Mary Wooldridge	7/3/2025	Deputy Sheriff III	$68,495.00	Appointment
Tax Office	Mickie Vartuli	7/10/2025	Customer Service Representative I	$34,222.00	Appointment
County Clerk	Yehni Garza	7/3/2025	Deputy County Clerk II	$34,222.00	Appointment

Biweekly Movement for Personnel Changes PP#15 - 07/03/2025 - 07/16/2025

Division Nmae	Employee	Transfer Date	Job Profile	Salary	Reason
Sheriff's Office	Alyssa Chatelain	7/3/2025	Corrections Officer III	$63,462.00	Promotion
Tax Office	Ashley Ramos	7/3/2025	Customer Service Specialist	$39,616.00	Promotion
Constable Pct. 4	Cheryl Davila	7/3/2025	Chief Constable Clerk	$45,861.00	Transfer
Sheriff's Office	Corey Rekoff	7/3/2025	Deputy Sheriff V	$73,645.00	Promotion
Sheriff's Office	Hailey Park	7/3/2025	Corrections Officer III	$63,462.00	Promotion
Tax Office	Jacqueline De La O	7/10/2025	Property Tax Specialist	$37,729.00	Promotion
Sheriff's Office	Jeremy Ornelas	7/3/2025	Deputy Sheriff IV	$71,070.00	Promotion
Tax Office	Margarette Reed	7/3/2025	Customer Service Representative II	$35,933.00	Promotion
Sheriff's Office	Petrina Gonzales	7/3/2025	Lieutenant Sheriff	$99,395.00	Promotion
Tax Office	Roniyah Nash	7/10/2025	Customer Service Representative II	$35,933.00	Promotion

Biweekly Movement for Terminations PP#15 - 07/03/2025 - 07/16/2025

Division Name	Employee	Termination Date	Job Profile	Salary	Reason
Personal Bond	Chelsea Robbins	7/9/2025	Personal Bond Officer	$41,596.63	Involuntary
Fleet	Dalton Keels	7/15/2025	Mechanic II	$42,398.35	Voluntary
Sheriff's Office	Hanniel Davalos	7/7/2025	Corrections Officer I	$52,788.00	Voluntary
Tax Office	Mary Bremer	7/7/2025	Property Tax Specialist	$37,729.00	Voluntary
Road & Bridge	Michael Drummond	7/14/2025	Heavy Equipment Operator II	$38,635.56	Voluntary
District Attorney	Nathan Farmer	7/11/2025	Attorney II	$86,477.00	Voluntary
Justice Court Pct. 4	Olivia Edmonds	7/11/2025	Deputy County Clerk III	$35,934.18	Voluntary
Sheriff's Office	Richard Mccullor	7/11/2025	Deputy Sheriff V	$73,645.00	Involuntary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

Receive and file Summary of Biweekly Personnel Movements pay period #16, July 17 - July 30, 2025, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 10:50 am

Biweekly Movement for New Hires PP#16 - 07/17/2025 - 07/30/2025

Division Name	Employee	Hire Date	Job Profile	Salary	Reason
Sheriff's Office	Alexander Sharp	7/17/2025	Deputy Sheriff III	$68,495.00	Appointment
County Clerk	Amanda Graves	7/17/2025	Deputy County Clerk II	$34,222.00	Appointment
Auditor's Office	Bryan Holliday	7/17/2025	Accountant II	$63,240.00	Appointment
Juvenile Justice	Bryon Shives	7/17/2025	Juvenile Supervision Officer	$51,570.00	Appointment
Sheriff's Office	De'Andre Fillmore	7/17/2025	Deputy Sheriff I	$58,195.00	Appointment
Environmental Services	Eloy Gonzalez Lopez	7/17/2025	Custodian	$31,040.00	Appointment
Personal Bond	Logan Bonner	7/17/2025	Personal Bond Officer	$41,596.00	Appointment
Juvenile Justice	Marcos Collazo	7/17/2025	Temporary Juvenile Supervision Officer	$25,785.00	Appointment
Environmental Services	Maria Araujo Benavides	7/17/2025	Custodian	$31,040.00	Appointment
Sheriff's Office	Patrick Brady	7/17/2025	Deputy Sheriff IV	$71,070.00	Appointment
Sheriff's Office	Sean Arena	7/17/2025	Deputy Sheriff V	$73,645.00	Appointment
Juvenile Justice	Todd Dannelly	7/17/2025	Juvenile Probation Officer	$56,241.00	Appointment

Biweekly Movement for Personnel Changes PP#16 - 07/17/2025 - 07/30/2025

Division Name	Employee	Transfer Date	Job Profile	Salary	Reason
Auditor's Office	Christie Motogbe	7/17/2025	First Assistant County Auditor/WD System Administrator	$125,037.00	Promotion
Justice Court Pct. 4	Kellsey Aguillon	7/17/2025	Deputy County Clerk III	$35,934.20	Promotion
Juvenile Justice	Khiyandra Mccallam	7/17/2025	Juvenile Probation Officer	$56,241.00	Transfer
District Attorney	Livia Lavender	7/17/2025	Attorney II	$86,477.00	Promotion
Sheriff's Office	Scott Harrell	7/17/2025	Corrections Officer II	$58,125.00	Promotion
District Clerk	Stephanie Reyes	7/17/2025	Senior Deputy County Clerk	$39,616.00	Promotion

Biweekly Movement for Terminations PP#16 - 07/17/2025 - 07/30/2025

Division Name	Employee	Termination Date	Job Profile	Salary	Termination Reason
County Clerk	Elizabeth Garza	7/23/2025	Deputy County Clerk III	$36,638.16	Involuntary
Sheriff's Office	Frank Chapman	7/28/2025	Deputy - Part Time	$30/hour worked	Voluntary
Road & Bridge	Leonardo Flores	7/17/2025	Seawall Maintenance Operator	$35,933.58	Voluntary
Sheriff's Office	Maria Pinter	7/28/2025	Deputy - Part Time	$30/hour worked	Voluntary
Sheriff's Office	Minnis Hunt	7/28/2025	Deputy - Part Time	$30/hour worked	Voluntary
Sheriff's Office	Misty Cunningham	7/21/2025	Administrative Assistant I	$40,889.76	Involuntary
Adult Probation	Richard Coscia	7/29/2025	Administrative Supervisor	$70,200.00	Voluntary
Sheriff's Office	Scott Wilkins	7/28/2025	Deputy - Part Time	$30/hour worked	Voluntary
Juvenile Justice	Wendel Warren	7/23/2025	Juvenile Probation Officer	$56,241.00	Voluntary
Parks	William Shell	7/18/2025	Parks Maintenance Worker	$31,040.65	Voluntary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

Consideration of approval of the NFP Investment Advisory and Consulting Agreements for the Galveston County Social Security Replacement Plan and The Alternate Plan for Galveston County, with the updated One America plan numbers submitted by Human Resources.

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Disapprove	8/5/25 5:29 pm
Notes:	Obtain signature from NFP for both documents and reload to agenda-VVH		
2	Veronica Van Horn	Approve	8/7/25 9:51 am
3	Dianna Martinez	Approve	8/7/25 5:00 pm

Docusign Envelope ID: C42DBAF1-D0D7-4B83-ADBC-A85103B0039F

INVESTMENT ADVISORY AND CONSULTING AGREEMENT

Galveston County Social Security Replacement Plan (the "Plan")

On behalf of and in its capacity as the responsible plan fiduciary of the participant-directed individual account Plan referenced above, subject to the terms and conditions hereinafter set forth in this agreement ("Agreement"), the undersigned employer or other sponsor ("Plan Sponsor") of the Plan, or if applicable its Plan fiduciary (in either case, such party in its fiduciary capacity being referred to as "Client"), hereby retains NFP Retirement, Inc., a California corporation ("Adviser") to provide the services set forth in this Agreement for and on behalf of the Plan. With respect to those rights and obligations specifically belonging to Plan Sponsor under Section 6 (fees and costs) and Section 10, Plan Sponsor enters into this Agreement for and on its own behalf and on behalf of the Plan. Each of Client, Adviser and Plan Sponsor are referred to as a "Party," and collectively as the "Parties."

This Agreement is effective as of January 3rd, 2025 ("Effective Date").

1. Services of Adviser

During the term of this Agreement, Adviser shall provide the services selected in Appendix I, subject to the selections made in Section 15, (collectively, the "Services"). The Services shall include the provision of investment advice (either non-discretionary or discretionary, as selected in Section 15(a)) with respect to certain investment funds and other investment options ("Investment Options") to be made available to participants ("Participants") under the Plan.

To the extent the Services include discretionary investment management services: –

(a) Client shall direct the Plan's trustee or custodian (as applicable) to act in accordance with Adviser's instructions as they relate to the Plan's assets covered by the Services;

(b) Adviser shall have the discretion and authority to invest and reinvest the Plan's assets without distinction between principal and income in such Investment Options as Adviser may deem prudent and appropriate; and

(b) Adviser may invest the Plan's assets in any common, collective, or commingled trust fund, including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services ("Collective Fund").

2. Limitations on Services; Excluded Assets

Under the terms of this Agreement, under no circumstances whatsoever shall Adviser provide, or have any responsibility or authority to provide:

(a) legal, accounting, tax, audit, recordkeeping, or actuarial services of any kind;

(b) physical custody of any Investment Options or other investments, assets, or property of the Plan whatsoever;

(c) services as the Plan's administrator or trustee, or services otherwise involving the exercise of any discretionary authority, responsibility, or control with respect to the Plan's administration or management;

(d) For Non-Discretionary Advice (Consulting Only), the selection of those asset classes, styles, and categories of Investment Options to be made available to Participants in the Plan. Client, and not Adviser, shall at all times retain the sole discretion to determine which asset classes, styles and categories shall be represented in the menu of Investment Options (provided however that Adviser will, upon request, assist Client with making such determination as described in Appendix I);

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(e) investment advice, account management, asset allocation or other services to (or for) any individual Participant with respect to his or her account under the Plan (unless otherwise agreed and memorialized in writing between the parties);

(f) selection, supervision, monitoring, reporting or other services with respect to investments offered within a brokerage window, self-directed brokerage account or similar feature that allows Participants to select investments beyond those designated by the Plan or the selection, supervision, monitoring of such window, account, or feature provider;

(g) services or investment, administrative, or any other responsibility of any nature relating to employer stock made available as an Investment Option under the Plan except to the extent of any ministerial (non-fiduciary) services that Adviser expressly assumes relating to employer stock. If applicable, Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole and complete fiduciary responsibility regarding oversight and decisions relating to employer stock if made available under the Plan; or

(h) with the exception of reporting and other ministerial (non-fiduciary) support functions that Adviser agrees to furnish, any services with respect to direct or contractual interests in land or other real property, operating companies, personal property, equipment, intellectual property, loans, precious metals, art, collectibles, insurance policies or other assets that do not constitute securities or investment funds (together, "Non-Investment Assets") or illiquid holdings and/or investment products. Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole discretion to determine whether the Plan shall purchase, hold, or sell any Non-Investment Assets. For the avoidance of doubt, "alternative" investment funds such as real asset funds, private real estate funds, commodity pools, private equity and hedge funds, REITs and collective investment trust (CIT) funds of the type held by tax-qualified retirement plans that fall within, or are appropriate in light of, the Plan's investment policy shall not be treated as Non-Investment Assets or Excluded Assets, as defined below.

In addition to the "Excluded Assets" described in subsections (f), (g) and (h) above, other Excluded Assets that the Client will (or may) offer as options under the Plan, if any, shall be identified by Client in Section 15(b). Likewise, any asset(s) purchased or acquired by the Plan which is not identified or known to Adviser is an Excluded Asset until such time as Adviser learns of, and agrees to provide Services with respect to, such asset(s).

3. Certain Responsibilities of Client

Client agrees to furnish to Adviser within a reasonable time with copies of the Plan's governing documents and all other documents establishing and governing the Plan, as well as documents evidencing Client's authority to retain Adviser on behalf of the Plan that are requested by the Adviser. Within a reasonable period of time, Client will provide Adviser copies of any amendment(s) to the Plan that may affect the Services.

Within a reasonable period of time, Client will furnish Adviser with other materials requested by Adviser, including but not limited to trust agreements and documents, investment guidelines (including a list of any investment limitations or restrictions, if applicable), information about parties-in-interest to the Plan, and any other information needed to determine compliance applicable law.

Client shall cause the Plan's service providers, including but not limited to any trustee, custodian, third-party administrator, or recordkeeper, to provide Adviser with any information, resources, cooperation and other assistance reasonably requested to assist Adviser to perform the Services. Client acknowledges that Adviser will rely on the information provided to it by Client and the Plan's service providers, and agrees that Adviser shall have no responsibility to independently verify any such information obtained from Client or any service provider unless Adviser in its reasonable judgment should have a reason to otherwise inquire as to the accuracy of such information.

Client agrees to inform Adviser immediately of any change in circumstances that may materially affect the Plan.

Client shall be responsible for selecting a "Qualified Custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940 ("Advisers Act") for the Plan.

Docusign Envelope ID: C42DBAF1-D0D7-4B83-ADBC-A85103B0039F

Client agrees to take all necessary actions to ensure that all applicable reporting and disclosure requirements are satisfied in full, including promptly disclosing all ownership interests and/or changes in ownership interests to their recordkeeper and/or third-party administrator.

Client shall send written notice to Adviser at the addresses and contacts noted in Section 8 if Adviser is not permitted to use Client/Plan name and/or logo on a Representative Client List.

4. Confidentiality

All information and advice furnished either by the Adviser to the Plan Sponsor or Client or by the Plan Sponsor or Client to the Adviser including each's agents, affiliates, and employees, will be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. Notwithstanding the generality of the previous sentence, Adviser may share certain information for business purposes as described in Adviser's Privacy Policy (as amended from time to time, a copy of which has been furnished to Client, and which is available on Adviser's website), Adviser may also share such information with any current vendor of Plan (e.g., record-keeper, TPA, auditor), and any Party may make reasonable disclosure of confidential information to its own legal adviser(s), auditor(s) and similar professionals, as well as the recordkeeper and other professionals providing services to the Plan, provided that such professionals agree in each case to maintain the confidentiality of the same. Likewise, Client may identify the Plan's attorney(s), accountant(s) and/or other professional advisors to whom Client authorizes Adviser to share information about the Plan's Investment Options and accounts (each, a "Contact"). Adviser may rely conclusively upon its authorization to share information with any Contact(s) identified by Client, until and unless otherwise instructed by Client in writing.

Notwithstanding the foregoing, Adviser may disclose any information relating to the Services (including confidential information) if Adviser determines in its sole discretion that such disclosure is necessary or appropriate for purposes of complying with any subpoena or other legal requirement, or in connection with any regulatory investigation, audit, or other enforcement matter without further notice to Client or Plan Sponsor.

5. Basis of Advice

Client, on behalf of the Plan and its Participants, acknowledges that Adviser obtains information from a wide variety of publicly available sources and/or certain private sources. The advice (whether non-discretionary or discretionary) provided by Adviser for the Plan is based upon Adviser's analysis of such information, and Adviser cannot guarantee the accuracy or validity of the data upon which its analysis, policy recommendations, or studies are based.

6. Adviser's Fees; Other Costs

(a) As consideration for its Services under this Agreement, Adviser shall be entitled to receive the fees described in Section 15(c) ("Fees"), according to the terms described therein. All of Adviser's Fees are due upon receipt of the invoice by the Client, or if paid directly from Plan assets upon completion of each calendar quarter.

(b) Adviser's Fees shall generally be paid by the Plan; provided however that Adviser's Fees must be paid by Plan Sponsor to the extent that (i) it would be impermissible under the Plan's governing documents and/or applicable law to pay Adviser's Fees from Plan assets, as determined by Client; or (ii) Adviser's Fees remain unpaid by the Plan sixty (60) days following the first date upon which they were first due and payable. Notwithstanding the generality of the previous sentence, this Agreement shall not be construed as prohibiting the payment of Adviser's Fees by Plan Sponsor in any case, and Plan Sponsor may choose to do so. In all cases, Client shall be responsible for ensuring that any payment of Adviser's Fees or other costs directly or indirectly from the assets of the Plan is permissible in all respects under the Plan's governing documents and applicable law.

(c) In addition to Adviser's Fees, the Plan (or in the circumstances described in Section 6(b), the Plan Sponsor) is solely responsible for paying all investment management, investment advisory or other fees, transaction charges and other costs imposed by third-party portfolio managers or sub-advisers, brokers, custodians, mutual funds and other investment funds or products, and

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other investments of the Plan (together, "Other Costs"). By executing this Agreement, Client agrees that the Plan or the Plan Sponsor (and not Adviser) is responsible for paying all Other Costs, which apply in addition to, not in lieu of, Adviser's Fees.

7. Additional Representations and Warranties

Each of the Parties represents and warrants that:

(a) It is duly organized and in good standing under the laws of the state or territory of its formation and/or incorporation.

(b) It has the requisite power and authority to enter this Agreement and perform its respective obligations under this Agreement.

(c) It has obtained and maintains all applicable licenses, approvals, and registrations, and is otherwise in compliance with all applicable regulatory and/or legal requirements in order to perform its respective obligations under this Agreement.

(d) It has duly authorized, executed, and delivered this Agreement, and that this Agreement constitutes its legal, valid, and binding obligation.

(e) It shall promptly notify the other Party in the event of any material change to any of its representations or warranties in this Agreement.

Client hereby represents and warrants that:

(a) On behalf of the Plan, Client has selected a Qualified Custodian of Client's own choosing. Client has entered into arrangements with the custodian for the custodian to send Client (on no less than a quarterly basis) reports showing all receipts and disbursements from the Plan's custodial account(s), which statements shall reflect the amount of Adviser's Fees deducted from the account(s), all trades, the securities held in the custodial account(s) at the close of the period and the ending value of the custodial account(s).

(b) Client understands and acknowledges that Adviser is not responsible for the accuracy of any information disclosed in any report provided to the Adviser or the Client by any third party (including but not limited to any custodian, investment fund or third-party investment manager) regarding any custodial account(s) or investment(s) of the Plan.

(c) Client will reasonably cooperate with Adviser and any of its employees or agents on all matters relating to the Services for the Plan.

(d) Client will provide, in a timely manner, accurate and complete information as Adviser may reasonably request in order to carry out the Services for the Plan.

(e) Client understands that Adviser's obligation is to perform only those Services reflected in Appendix I, which is incorporated fully by reference and constitutes an integral part of this Agreement, subject to all other terms, limitations and conditions set forth in this Agreement.

(f) Client understands that past performance may not be indicative of future results and there is a risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the Investment Options recommended or selected by Adviser - as the case may be - for inclusion in the Plan's menu), will be profitable, equal any corresponding indicated historical performance level(s), be suitable for any specific Participant, or prove successful. Client acknowledges that investment losses can and will occur.

(g) Client understands that Adviser will be using and relying on information furnished to Adviser by Client. Adviser will rely solely on such information in providing the Services under this Agreement without assuming any responsibility for independent investigation or verification of such information. Adviser assumes no responsibility for the accuracy or

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completeness of such information or any other information regarding the Plan or otherwise provided by Client, all of which will be the sole responsibility of Client.

(h) Client is not aware of any actual or potential legal action, governmental investigation, regulatory inquiry or proceeding, or similar matter of any nature against Client, Plan Sponsor, or the Plan.

(i) Client has independently exercised its fiduciary judgment to enter this Agreement and appoint Adviser to perform the Services. Client has not relied on any advice or recommendation from Adviser or any of Adviser's affiliates with respect to its decision to enter this Agreement.

(j) Client is a fiduciary of the Plan and is authorized by the Plan's governing documents to appoint an investment manager to manage the assets of the Plan, including specifically the assets covered by this Agreement.

(k) The Plan's governing documents provide that it is impossible for any part of the corpus or income of the Plan to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries.

(l) Client is solely responsible for all reporting, disclosure, and other requirements applicable to the Plan.

(m) The Plan's governing documents permit the commingling of the Plan's assets in any collective investment fund, including any Collective Fund.

(n) The Plan's investment in any Collective Fund will not constitute a prohibited transaction under any applicable law, rule or regulation. .

(o) Client acknowledges and agrees that Adviser's Fees constitute reasonable compensation.

Adviser hereby represents and warrants that:

(a) Adviser is a registered investment adviser under the Advisers Act.

(b) Adviser will carry out the Services as an independent contractor of Client and the Plan; Adviser shall be responsible for all Adviser's employees and contractors, including the payment of their compensation and any required withholdings, if applicable. No such individual shall be deemed an employee of Client or Plan Sponsor solely due to his or her provision of services on behalf of Adviser.

8. Term; Termination

This Agreement will commence on the Effective Date and continue in force until terminated.

Each of Client and Adviser may terminate this Agreement at any time effective upon sixty (60) days' prior written notice to the other. The Plan (or Plan Sponsor, under the circumstances described in Section 6(b)) will be responsible for all Fees relating to Services performed by Adviser prior to the effective date of such termination, and any prorated (post-termination) portion of the Fees will be refunded.

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Termination notices should be sent to the following addresses:

ADVISER:
NFP Retirement, Inc. Attention:
Jessica Espinoza/Jamie Hayes
120 Vantis, Suite 400
Aliso Viejo, CA 92656
Email: jessica.espinoza@nfp.com
With copy to:
generalcounsel@nfp.com

CLIENT:
Galveston County
Attention: Rebecca Gilliam
722 Moody Avenue,
Galveston, TX 77550
Email:
rebecca.gilliam@galvestoncountytx.gov

9. Required Disclosures

(a) Adviser is an investment adviser registered with the Securities and Exchange Commission under the Advisers Act.

(b) Adviser will perform such additional Services for the Plan as are described in Appendix I.

(c) Except as otherwise noted below, Adviser's compensation for its Services shall consist solely of the Fees described in Sections 6(a) and 15(c), which shall be paid directly by the Plan (or Plan Sponsor, under the circumstances described in Section 6(b)).

(d) On occasion, any individual employee, officer or partner of Adviser may receive meals, entertainment, complimentary attendance at events, small gifts or tokens (valued at less than $250 per contract term, and which shall not include cash or any cash equivalents) from investment product sponsors or other third parties whose products or services may be used (or potentially used) for the Plan. Such gifts and amenities are not based on any specific service relationship with a particular client of Adviser, including Client or the Plan.

(e) If the Plan invests in Funds where affiliates of the Adviser perform services (e.g., trusteeship or investment sub-advisory services), those affiliates may receive additional compensation (e.g., trusteeship fees or sub-advisory fees) according to the terms described in such Fund's offering materials and agreements with those Funds and affiliates of the Adviser.

(f) Except as described herein, Adviser (together with its affiliates and subcontractors, if any) shall not receive any indirect compensation from parties other than the Plan or Plan Sponsor, in connection with the Services, unless otherwise disclosed in Adviser's ADV (e.g., the provision of financial wellness services).

(g) Adviser (together with its affiliates and subcontractors, if any) shall not receive or pay among them any compensation paid among related parties that is transaction-based or charged against (or reflected in the value of) the Plan's Investment Options, in connection with the Services, unless otherwise disclosed in Adviser's ADV.

(h) In connection with the termination of this Agreement, Adviser shall not receive any special compensation, but rather shall be entitled to receive only those unpaid Fees described in Section 8 for Services previously furnished.

(i) Adviser has delivered to Client Adviser's Privacy Policy, Parts 2A and 2B of Adviser's Form ADV. Client acknowledges receipt of such material.

(l) Client acknowledges that it has received the information above, has had the opportunity to ask questions about Adviser's compensation and services and has received sufficient responses and disclosures from Adviser to permit Client to determine that the Adviser's compensation is reasonable in light of the services provided.

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10. Electronic Delivery and Signatures; Cybersecurity

By signing this Agreement, Client authorizes Adviser to deliver, and Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the Adviser's portal, as well as all other correspondence from Adviser. Adviser's obligations to furnish any applicable document, disclosure, notice and/or correspondence shall be deemed completed upon Adviser's submission of such document, disclosure, notice and/or correspondence to Client's last provided e-mail address (or upon advising Client via email that such document is available on the portal). It is Client's obligation to notify Adviser, in writing, of any changes to Client's email address. Until so notified, Adviser shall rely on the last provided e-mail address. Client acknowledges that Client has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify Adviser so that the specific issue can be addressed and resolved.

Client and Plan Sponsor agree that any Party can execute this Agreement, and any future agreements, additions, or amendments thereto, by computer or other electronic device, including internet, telephonic and wireless devices. Client and Plan Sponsor agree that by clicking on an "Agree," "Execute," "Finish," "Sign," "Submit Application," or other similarly worded button or entry field with a mouse, keystroke or other device, this Agreement, and any future agreements, additions or amendments thereto will be legally binding and enforceable and will be the legal equivalent of a handwritten signature on an agreement that is printed on paper.

Adviser shall exercise commercially reasonable efforts to confirm that any subcontractors and third-party service providers engaged by Adviser have implemented appropriate cybersecurity measures. Nonetheless, by signing this Agreement, Client and Plan Sponsor each acknowledge and affirm that Adviser cannot guarantee the efficacy of such measures, over which Adviser has no control.

11. Assignment

This Agreement may not be assigned (within the meaning of the Advisers Act) by any Party without the prior consent of the other Party(ies). Client, on behalf of the Plan, acknowledges and agrees that transactions that do not result in a change of actual control or management will not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act. Client, on behalf of the Plan, further acknowledges and agrees that if there is a pending assignment of this Agreement (within the meaning of Advisers Act), Client will be provided with written notice of such event. If Client does not object to such assignment in writing within 60 days, the Client will be deemed to have consented to the assignment, and Services will continue to be provided for the benefit of the Plan under the terms and conditions of this Agreement.

12. Governing Law; Disputes

Except to extent preempted by other applicable law to the Plan, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, will be governed by the laws of the State of Texas (without regard to choice of laws principles).

13. Miscellaneous

(a) This Agreement shall be applicable only to the Services provided by Adviser to or for the benefit of the Plan.

(b) This Agreement represents the complete agreement of the Parties with regard to the subject matter as it relates to discretionary investment advice, acknowledging that this Agreement supersedes any prior understanding or agreement, oral or written with respect to that subject matter, but the Parties acknowledge the existence of other agreements as it relates to the Financial Education program.

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(c) To the fullest extent permissible under applicable law, Adviser may propose to amend this Agreement upon written notification to Client, and such amendment shall become effective upon the earlier of (i) Adviser's receipt of Client's written consent to the proposed amendment, or (ii) Client's failure to object to the proposed amendment in writing within 60 days of notification. If Client should object to the proposed amendment in writing within the 60-day period following notification, and the Parties cannot come to an agreement as to the proposed amendment, if requested by Client Adviser will continue to provide Services pursuant to this Agreement (un-amended) for a reasonable period (not to exceed 60 additional days) to allow Client to engage a new investment advisor for the Plan.

(d) Each person executing this Agreement on behalf of a Party represents and warrants that he/she is authorized, without the need of further approval or consent from any other person or entity, to execute this Agreement, and that upon execution of this Agreement it will constitute a valid and binding obligation of a Party.

(e) In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Agreement shall not in any way be affected or impaired thereby.

(f) Adviser, its officers, employees, and agents, may advise or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser advises or takes with respect to the Investment Options available to Participants under the Plan. Client expressly acknowledges and understands that Adviser shall be free to render the Services to others and Adviser does not make its services available exclusively to Client or the Plan. Nothing in this Agreement shall impose upon Adviser any obligation to recommend (or select, as the case may be) for the Plan's purchase or sale any security which Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client.

14. Adviser's Services and Fees – Specific Selections

(a) **Selection of Investment Options:** Within the asset classes, styles and investment categories identified in the Plan's investment policy, or otherwise selected by Client and identified to Adviser in writing:

☐ ***Non-Discretionary Advice (Consulting) Only).*** Adviser shall furnish Client with non-discretionary advice only, and Client shall retain the ultimate responsibility and authority for all decisions to select, retain, freeze terminate, replace, and/or take other prudent action in regards to Investment Options made available to Participants under the Plan. If this option is selected, Client has ultimate responsibility for deciding any course of action, including any decision to accept or deviate from Adviser's recommendations.

☒ ***Discretionary Advice (Investment Management).*** Adviser shall have the responsibility and authority to select, retain, freeze, terminate, replace, and/or take other prudent action in regards to the Investment Options made available to Participants under the Plan on a discretionary basis.

(b) **Additional Excluded Assets, If Any.** In addition to the Excluded Assets set forth in Section 2 of this Agreement (brokerage window investments, employer stock, Alternative Investments), Client intends to offer (or may offer) as investment options under the Plan the following additional asset classes or investments, which shall also be treated as Excluded Assets under this Agreement:

_____
_____
_____
_____

(c) **Adviser's Fees:** For all of its Services, the Fees that Adviser will receive under Section 6 of this Agreement shall be

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calculated and paid as follows:

☒ ***Asset-Based Fees.*** Adviser shall receive an annual fee, billed and payable quarterly in arrears, equal to the sum of: 0.04% on assets

For this purpose, "assets" shall include the total gross value of Client's Investments calculated as of the end of the previous quarter (as reported by Client's custodian(s) or pursuant to the Adviser's Valuation Policy, as amended from time to time) disregarding any Excluded Assets.

☒ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Annual Retainer Fee.*** Adviser shall receive an annual retainer fee of $_____, which shall be billed and payable quarterly in arrears. After the passage of the three (3) years, the annual retainer fee will increase to an amount mutually agreed upon by the parties.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***One Time Service Fee.*** Adviser shall receive a one-time fee of $_____, which shall be billed and payable in arrears upon the completion of any project explicitly listed as a one time project in Appendix I.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Other Fees for Participant Education (as applicable)*** Adviser shall receive fees in the amount of $____ per day for participant education meetings.

Any compensation received from Client's service provider by the Adviser, directly attributable to Client's plan will be used to offset the above fee. Such compensation may include commissions and/or additional compensation; commissions are a percentage of the account invested in a particular product, additional discretionary compensation may be paid by a recordkeeper (from their corporate assets, not the plan's assets) based on the type of work and size/scale of business handled by an advisor. In no event will the compensation received be greater than the above stated fee level.

[END OF TEXT; SIGNATURES TO FOLLOW]

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Executed as of _____

ORGANIZATION: Galveston County

_____
(Signature of Plan Sponsor, on its own behalf, and that of the Plan unless another responsible plan fiduciary shall act on behalf of the Plan)

Name:

Title:

Address:

_____
(Signature of Plan Committee or other responsible plan fiduciary – only required if different than Plan Sponsor

_____
(Name of Plan Committee or other responsible plan fiduciary)

Agreed and accepted 8/6/2025 | 11:59 AM CDT
NFP Retirement, Inc.

By: DocuSigned by: Jessica Espinoza 7D85E8FB06624CC...

Title: Managing Director

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Appendix I – Adviser's Services

☑ **Plan Sponsor Investment Advisory Services**

- Investment Structure Evaluation and Ongoing Review
- Fee Structure Evaluation and Ongoing Review
- Investment Policy Statement Development and Management
- Review and Analysis of Existing Managers / Mutual Funds
- Target Date Fund Suitability Review and Selection
- QDIA Suitability Review
- Short-term Cash Alternatives Review and Selection
- Investment Manager / Mutual Fund Searches
- Investment Manager / Mutual Fund Monitoring
- Performance Reporting and Review
  - ☒ Quarterly
  - ☐ Semi- Annual
  - ☐ Annual
- Meeting Minutes to Document Committee Discussions and Actions

☑ **Plan Sponsor Fiduciary Support Services**

- Fiduciary Calendar and Plan Management Fiduciary Diagnostic™
- Fiduciary Training and Education
- Plan and Benefit Design Evaluations
- Regulatory / Legislative Updates and Case Law Interpretation
- Monthly Plan Sponsor Newsletter
- Virtual Fiduciary File to Organize and Store Plan Documents

☑ **Provider Analysis and Fee Benchmarking Services (every 3 years)**

- Competitive Analysis of Provider Services, Investments, and Costs of Incumbent and Top 4 Bidding Providers
- Comparisons of Fees and Revenues for Recordkeeping Related Services, Investment Management Related Services, Per Item Administrative Fees, and Transactional Fees
- Evaluation of Administrative, Recordkeeping, Compliance, Technology, Investment Management, and Employee Communications Services
- Investment Quality Comparisons for All Bidding Providers
- Negotiation of Incumbent's Fees and Revenues, Plan Lineup Changes, and Service Commitments
- Assistance with Reviewing and Selecting an Appropriate Method for Allocating Plan Fees / Credits among Participants
- Assistance with Selecting, Coordinating, and Reviewing Service Provider Finalist Presentations
- Meeting Minutes to Document Discussions and Actions

☐ **Plan Participant Investment Advisory Services**

- On-site Group Education / Advice Meetings (Virtual)

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☐ **Additional Services (separate fee may apply)**

☐ Asset Allocation and Investment Management Services (This is a fiduciary service).

Investment Options will initially be asset allocation models. Adviser shall provide, monitor, and adjust (when prudent) asset allocation models ("Models") designed to assist Plan participants in finding the asset mix which is most likely to meet their investment objectives within acceptable parameters. Asset class sub-types may include, but are not limited to, domestic large cap value equity, domestic large cap growth equity, domestic mid-cap value equity, domestic mid-cap growth equity, domestic small cap value equity, domestic small cap growth equity, international equity, core fixed income, short term fixed income, high yield fixed income, and other appropriate asset classes and investments.

The Plan's participants and beneficiaries are expected to have different investment objectives, time horizons, and risk tolerances. To meet these varying investment needs, participants and beneficiaries will be able to elect a Model that will direct their account balances into investments among a range of options to construct a diversified portfolio that falls within a reasonable span of the risk/return spectrum. Participants and beneficiaries alone bear the risk of investment results from the investments selected, including investment allocation pursuant to selection of a Model.

The Adviser shall direct the rebalancing of accounts utilizing the Models pursuant to each Model's designed asset allocation on a regular basis. The Client shall delegate all necessary discretion and authority to The Adviser with regard to creation and monitoring of Models. Model monitoring will be ongoing. Model adjustment and rebalancing when considered prudent by The Adviser.

Investment Options may eventually include, as appropriate, investment options that are in the nature of "managed accounts" and/or "manager-provided models". Investment Options may also include collective investment trust vehicles including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services, if allowed under applicable law. In evaluating potential Investment Options, The Adviser will evaluate the underlying investments of each potential investment alternative.

In the event Models are utilized as the Investment Options, The Adviser will also provide the design of three glidepath models for different levels of investment risk and provides an asset allocation model to correspond to the three glidepath models. No additional fee will be charged for the multi-glidepath design of the models.

In addition to the fees noted in Section 14, a separate advisory fee will be charged for assets in the Models as noted below:

An annual fee of 0.10% on all assets in the model portfolios.

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INVESTMENT ADVISORY AND CONSULTING AGREEMENT

The Alternate Plan for Galveston County (the "Plan")

On behalf of and in its capacity as the responsible plan fiduciary of the participant-directed individual account Plan referenced above, subject to the terms and conditions hereinafter set forth in this agreement ("Agreement"), the undersigned employer or other sponsor ("Plan Sponsor") of the Plan, or if applicable its Plan fiduciary (in either case, such party in its fiduciary capacity being referred to as "Client"), hereby retains NFP Retirement, Inc., a California corporation ("Adviser") to provide the services set forth in this Agreement for and on behalf of the Plan. With respect to those rights and obligations specifically belonging to Plan Sponsor under Section 6 (fees and costs) and Section 10, Plan Sponsor enters into this Agreement for and on its own behalf and on behalf of the Plan. Each of Client, Adviser and Plan Sponsor are referred to as a "Party," and collectively as the "Parties."

This Agreement is effective as of January 6th, 2025 ("Effective Date").

1. Services of Adviser

During the term of this Agreement, Adviser shall provide the services selected in Appendix I, subject to the selections made in Section 15, (collectively, the "Services"). The Services shall include the provision of investment advice (either non-discretionary or discretionary, as selected in Section 15(a)) with respect to certain investment funds and other investment options ("Investment Options") to be made available to participants ("Participants") under the Plan.

To the extent the Services include discretionary investment management services: –

(a) Client shall direct the Plan's trustee or custodian (as applicable) to act in accordance with Adviser's instructions as they relate to the Plan's assets covered by the Services;

(b) Adviser shall have the discretion and authority to invest and reinvest the Plan's assets without distinction between principal and income in such Investment Options as Adviser may deem prudent and appropriate; and

(b) Adviser may invest the Plan's assets in any common, collective, or commingled trust fund, including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services ("Collective Fund").

2. Limitations on Services; Excluded Assets

Under the terms of this Agreement, under no circumstances whatsoever shall Adviser provide, or have any responsibility or authority to provide:

(a) legal, accounting, tax, audit, recordkeeping, or actuarial services of any kind;

(b) physical custody of any Investment Options or other investments, assets, or property of the Plan whatsoever;

(c) services as the Plan's administrator or trustee, or services otherwise involving the exercise of any discretionary authority, responsibility, or control with respect to the Plan's administration or management;

(d) For Non-Discretionary Advice (Consulting Only), the selection of those asset classes, styles, and categories of Investment Options to be made available to Participants in the Plan. Client, and not Adviser, shall at all times retain the sole discretion to determine which asset classes, styles and categories shall be represented in the menu of Investment Options (provided however that Adviser will, upon request, assist Client with making such determination as described in Appendix I);

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(e) investment advice, account management, asset allocation or other services to (or for) any individual Participant with respect to his or her account under the Plan (unless otherwise agreed and memorialized in writing between the parties);

(f) selection, supervision, monitoring, reporting or other services with respect to investments offered within a brokerage window, self-directed brokerage account or similar feature that allows Participants to select investments beyond those designated by the Plan or the selection, supervision, monitoring of such window, account, or feature provider;

(g) services or investment, administrative, or any other responsibility of any nature relating to employer stock made available as an Investment Option under the Plan except to the extent of any ministerial (non-fiduciary) services that Adviser expressly assumes relating to employer stock. If applicable, Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole and complete fiduciary responsibility regarding oversight and decisions relating to employer stock if made available under the Plan; or

(h) with the exception of reporting and other ministerial (non-fiduciary) support functions that Adviser agrees to furnish, any services with respect to direct or contractual interests in land or other real property, operating companies, personal property, equipment, intellectual property, loans, precious metals, art, collectibles, insurance policies or other assets that do not constitute securities or investment funds (together, "Non-Investment Assets") or illiquid holdings and/or investment products. Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole discretion to determine whether the Plan shall purchase, hold, or sell any Non-Investment Assets. For the avoidance of doubt, "alternative" investment funds such as real asset funds, private real estate funds, commodity pools, private equity and hedge funds, REITs and collective investment trust (CIT) funds of the type held by tax-qualified retirement plans that fall within, or are appropriate in light of, the Plan's investment policy shall not be treated as Non-Investment Assets or Excluded Assets, as defined below.

In addition to the "Excluded Assets" described in subsections (f), (g) and (h) above, other Excluded Assets that the Client will (or may) offer as options under the Plan, if any, shall be identified by Client in Section 15(b). Likewise, any asset(s) purchased or acquired by the Plan which is not identified or known to Adviser is an Excluded Asset until such time as Adviser learns of, and agrees to provide Services with respect to, such asset(s).

3. Certain Responsibilities of Client

Client agrees to furnish Adviser within a reasonable time with copies of the Plan's governing documents and all other documents establishing and governing the Plan, as well as documents evidencing Client's authority to retain Adviser on behalf of the Plan that are requested by the Adviser. Within a reasonable time, the client will provide Adviser copies of any amendment(s) to the Plan that may affect the Services.

Within a reasonable period of time, the Client will furnish Adviser with other materials requested by Adviser, including but not limited to trust agreements and documents, investment guidelines (including a list of any investment limitations or restrictions, if applicable), information about parties-in-interest to the Plan, and any other information needed to determine compliance applicable law.

Client shall cause the Plan's service providers, including but not limited to any trustee, custodian, third-party administrator, or recordkeeper, to provide Adviser with any information, resources, cooperation and other assistance reasonably requested to assist Adviser to perform the Services. Client acknowledges that Adviser will rely on the information provided to it by Client and the Plan's service providers, and agrees that Adviser shall have no responsibility to independently verify any such information obtained from Client or any service provider unless Adviser in its reasonable judgment should have a reason to otherwise inquire as to the accuracy of such information.

Client agrees to inform Adviser immediately of any change in circumstances that may materially affect the Plan.

Client shall be responsible for selecting a "Qualified Custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940 ("Advisers Act") for the Plan.

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Client agrees to take all necessary actions to ensure that all applicable reporting and disclosure requirements are satisfied in full, including promptly disclosing all ownership interests and/or changes in ownership interests to their recordkeeper and/or third-party administrator.

Client shall send written notice to Adviser at the addresses and contacts noted in Section 8 if Adviser is not permitted to use Client/Plan name and/or logo on a Representative Client List.

4. Confidentiality

All information and advice furnished either by the Adviser to the Plan Sponsor or Client or by the Plan Sponsor or Client to the Adviser including each's agents, affiliates, and employees, will be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. Notwithstanding the generality of the previous sentence, Adviser may share certain information for business purposes as described in Adviser's Privacy Policy (as amended from time to time, a copy of which has been furnished to Client, and which is available on Adviser's website), Adviser may also share such information with any current vendor of Plan (e.g., record-keeper, TPA, auditor), and any Party may make reasonable disclosure of confidential information to its own legal adviser(s), auditor(s) and similar professionals, as well as the recordkeeper and other professionals providing services to the Plan, provided that such professionals agree in each case to maintain the confidentiality of the same. Likewise, Client may identify the Plan's attorney(s), accountant(s) and/or other professional advisors to whom Client authorizes Adviser to share information about the Plan's Investment Options and accounts (each, a "Contact"). Adviser may rely conclusively upon its authorization to share information with any Contact(s) identified by Client, until and unless otherwise instructed by Client in writing.

Notwithstanding the foregoing, Adviser may disclose any information relating to the Services (including confidential information) if Adviser determines in its sole discretion that such disclosure is necessary or appropriate for purposes of complying with any subpoena or other legal requirement, or in connection with any regulatory investigation, audit, or other enforcement matter without further notice to Client or Plan Sponsor.

5. Basis of Advice

Client, on behalf of the Plan and its Participants, acknowledges that Adviser obtains information from a wide variety of publicly available sources and/or certain private sources. The advice (whether non-discretionary or discretionary) provided by Adviser for the Plan is based upon Adviser's analysis of such information, and Adviser cannot guarantee the accuracy or validity of the data upon which its analysis, policy recommendations, or studies are based.

6. Adviser's Fees; Other Costs

(a) As consideration for its Services under this Agreement, Adviser shall be entitled to receive the fees described in Section 15(c) ("Fees"), according to the terms described therein. All of Adviser's Fees are due upon receipt of the invoice by the Client, or if paid directly from Plan assets upon completion of each calendar quarter.

(b) Adviser's Fees shall generally be paid by the Plan; provided however that Adviser's Fees must be paid by Plan Sponsor to the extent that (i) it would be impermissible under the Plan's governing documents and/or applicable law to pay Adviser's Fees from Plan assets, as determined by Client; or (ii) Adviser's Fees remain unpaid by the Plan sixty (60) days following the first date upon which they were first due and payable. Notwithstanding the generality of the previous sentence, this Agreement shall not be construed as prohibiting the payment of Adviser's Fees by Plan Sponsor in any case, and Plan Sponsor may choose to do so. In all cases, Client shall be responsible for ensuring that any payment of Adviser's Fees or other costs directly or indirectly from the assets of the Plan is permissible in all respects under the Plan's governing documents and applicable law.

(c) In addition to Adviser's Fees, the Plan (or in the circumstances described in Section 6(b), the Plan Sponsor) is solely responsible for paying all investment management, investment advisory or other fees, transaction charges and other costs imposed by third-party portfolio managers or sub-advisers, brokers, custodians, mutual funds and other investment funds or products, and

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other investments of the Plan (together, "Other Costs"). By executing this Agreement, Client agrees that the Plan or the Plan Sponsor (and not Adviser) is responsible for paying all Other Costs, which apply in addition to, not in lieu of, Adviser's Fees.

7. Additional Representations and Warranties

Each of the Parties represents and warrants that:

(a) It is duly organized and in good standing under the laws of the state or territory of its formation and/or incorporation.

(b) It has the requisite power and authority to enter this Agreement and perform its respective obligations under this Agreement.

(c) It has obtained and maintains all applicable licenses, approvals, and registrations, and is otherwise in compliance with all applicable regulatory and/or legal requirements in order to perform its respective obligations under this Agreement.

(d) It has duly authorized, executed, and delivered this Agreement, and that this Agreement constitutes its legal, valid, and binding obligation.

(e) It shall promptly notify the other Party in the event of any material change to any of its representations or warranties in this Agreement.

Client hereby represents and warrants that:

(a) On behalf of the Plan, Client has selected a Qualified Custodian of Client's own choosing. Client has entered into arrangements with the custodian for the custodian to send Client (on no less than a quarterly basis) reports showing all receipts and disbursements from the Plan's custodial account(s), which statements shall reflect the amount of Adviser's Fees deducted from the account(s), all trades, the securities held in the custodial account(s) at the close of the period and the ending value of the custodial account(s).

(b) Client understands and acknowledges that Adviser is not responsible for the accuracy of any information disclosed in any report provided to the Adviser or the Client by any third party (including but not limited to any custodian, investment fund or third-party investment manager) regarding any custodial account(s) or investment(s) of the Plan.

(c) Client will reasonably cooperate with Adviser and any of its employees or agents on all matters relating to the Services for the Plan.

(d) Client will provide, in a timely manner, accurate and complete information as Adviser may reasonably request in order to carry out the Services for the Plan.

(e) Client understands that Adviser's obligation is to perform only those Services reflected in Appendix I, which is incorporated fully by reference and constitutes an integral part of this Agreement, subject to all other terms, limitations and conditions set forth in this Agreement.

(f) Client understands that past performance may not be indicative of future results and there is a risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the Investment Options recommended or selected by Adviser - as the case may be - for inclusion in the Plan's menu), will be profitable, equal any corresponding indicated historical performance level(s), be suitable for any specific Participant, or prove successful. Client acknowledges that investment losses can and will occur.

(g) Client understands that Adviser will be using and relying on information furnished to Adviser by Client. Adviser will rely solely on such information in providing the Services under this Agreement without assuming any responsibility for independent investigation or verification of such information. Adviser assumes no responsibility for the accuracy or

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completeness of such information or any other information regarding the Plan or otherwise provided by Client, all of which will be the sole responsibility of Client.

(h) Client is not aware of any actual or potential legal action, governmental investigation, regulatory inquiry or proceeding, or similar matter of any nature against Client, Plan Sponsor, or the Plan.

(i) Client has independently exercised its fiduciary judgment to enter this Agreement and appoint Adviser to perform the Services. Client has not relied on any advice or recommendation from Adviser or any of Adviser's affiliates with respect to its decision to enter this Agreement.

(j) Client is a fiduciary of the Plan and is authorized by the Plan's governing documents to appoint an investment manager to manage the assets of the Plan, including specifically the assets covered by this Agreement.

(k) The Plan's governing documents provide that it is impossible for any part of the corpus or income of the Plan to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries.

(l) Client is solely responsible for all reporting, disclosure, and other requirements applicable to the Plan.

(m) The Plan's governing documents permit the commingling of the Plan's assets in any collective investment fund, including any Collective Fund.

(n) The Plan's investment in any Collective Fund will not constitute a prohibited transaction under any applicable law, rule or regulation. .

(o) Client acknowledges and agrees that Adviser's Fees constitute reasonable compensation.

Adviser hereby represents and warrants that:

(a) Adviser is a registered investment adviser under the Advisers Act.

(b) Adviser will carry out the Services as an independent contractor of Client and the Plan; Adviser shall be responsible for all Adviser's employees and contractors, including the payment of their compensation and any required withholdings, if applicable. No such individual shall be deemed an employee of Client or Plan Sponsor solely due to his or her provision of services on behalf of Adviser.

8. Term; Termination

This Agreement will commence on the Effective Date and continue in force until terminated.

Each of Client and Adviser may terminate this Agreement at any time effective upon sixty (60) days' prior written notice to the other. The Plan (or Plan Sponsor, under the circumstances described in Section 6(b)) will be responsible for all Fees relating to Services performed by Adviser prior to the effective date of such termination, and any prorated (post-termination) portion of the Fees will be refunded.

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Termination notices should be sent to the following addresses:

ADVISER:
NFP Retirement, Inc.
Attention: Jessica Espinoza/Jamie Hayes
120 Vantis, Suite 400
Aliso Viejo, CA 92656
Email: jessica.espinoza@nfp.com
With copy to:
generalcounsel@nfp.com

CLIENT:
Galveston County
Attention: Rebecca Gilliam
722 Moody Avenue,
Galveston, TX 77550
Email:
rebecca.gilliam@galvestoncountytx.gov

9. Required Disclosures

(a) Adviser is an investment adviser registered with the Securities and Exchange Commission under the Advisers Act.

(b) Adviser will perform such additional Services for the Plan as are described in Appendix I.

(c) Except as otherwise noted below, Adviser's compensation for its Services shall consist solely of the Fees described in Sections 6(a) and 15(c), which shall be paid directly by the Plan (or Plan Sponsor, under the circumstances described in Section 6(b)).

(d) On occasion, any individual employee, officer or partner of Adviser may receive meals, entertainment, complimentary attendance at events, small gifts or tokens (valued at less than $250 per contract term, and which shall not include cash or any cash equivalents) from investment product sponsors or other third parties whose products or services may be used (or potentially used) for the Plan. Such gifts and amenities are not based on any specific service relationship with a particular client of Adviser, including Client or the Plan.

(e) If the Plan invests in Funds where affiliates of the Adviser perform services (e.g., trusteeship or investment sub-advisory services), those affiliates may receive additional compensation (e.g., trusteeship fees or sub-advisory fees) according to the terms described in such Fund's offering materials and agreements with those Funds and affiliates of the Adviser.

(f) Except as described herein, Adviser (together with its affiliates and subcontractors, if any) shall not receive any indirect compensation from parties other than the Plan or Plan Sponsor, in connection with the Services, unless otherwise disclosed in Adviser's ADV (e.g., the provision of financial wellness services).

(g) Adviser (together with its affiliates and subcontractors, if any) shall not receive or pay among them any compensation paid among related parties that is transaction-based or charged against (or reflected in the value of) the Plan's Investment Options, in connection with the Services, unless otherwise disclosed in Adviser's ADV.

(h) In connection with the termination of this Agreement, Adviser shall not receive any special compensation, but rather shall be entitled to receive only those unpaid Fees described in Section 8 for Services previously furnished.

(i) Adviser has delivered to Client Adviser's Privacy Policy, Parts 2A and 2B of Adviser's Form ADV. Client acknowledges receipt of such material.

(l) Client acknowledges that it has received the information above, has had the opportunity to ask questions about Adviser's compensation and services and has received sufficient responses and disclosures from Adviser to permit Client to determine that the Adviser's compensation is reasonable in light of the services provided.

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10. Electronic Delivery and Signatures; Cybersecurity

By signing this Agreement, Client authorizes Adviser to deliver, and Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the Adviser's portal, as well as all other correspondence from Adviser. Adviser's obligations to furnish any applicable document, disclosure, notice and/or correspondence shall be deemed completed upon Adviser's submission of such document, disclosure, notice and/or correspondence to Client's last provided e-mail address (or upon advising Client via email that such document is available on the portal). It is Client's obligation to notify Adviser, in writing, of any changes to Client's email address. Until so notified, Adviser shall rely on the last provided e-mail address. Client acknowledges that Client has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify Adviser so that the specific issue can be addressed and resolved.

Client and Plan Sponsor agree that any Party can execute this Agreement, and any future agreements, additions, or amendments thereto, by computer or other electronic device, including internet, telephonic and wireless devices. Client and Plan Sponsor agree that by clicking on an "Agree," "Execute," "Finish," "Sign," "Submit Application," or other similarly worded button or entry field with a mouse, keystroke or other device, this Agreement, and any future agreements, additions or amendments thereto will be legally binding and enforceable and will be the legal equivalent of a handwritten signature on an agreement that is printed on paper.

Adviser shall exercise commercially reasonable efforts to confirm that any subcontractors and third-party service providers engaged by Adviser have implemented appropriate cybersecurity measures. Nonetheless, by signing this Agreement, Client and Plan Sponsor each acknowledge and affirm that Adviser cannot guarantee the efficacy of such measures, over which Adviser has no control.

11. Assignment

This Agreement may not be assigned (within the meaning of the Advisers Act) by any Party without the prior consent of the other Party(ies). Client, on behalf of the Plan, acknowledges and agrees that transactions that do not result in a change of actual control or management will not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act. Client, on behalf of the Plan, further acknowledges and agrees that if there is a pending assignment of this Agreement (within the meaning of Advisers Act), Client will be provided with written notice of such event. If Client does not object to such assignment in writing within 60 days, the Client will be deemed to have consented to the assignment, and Services will continue to be provided for the benefit of the Plan under the terms and conditions of this Agreement.

12. Governing Law; Disputes

Except to extent preempted by other applicable law to the Plan, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, will be governed by the laws of the State of Texas (without regard to choice of laws principles).

13. Miscellaneous

(a) This Agreement shall be applicable only to the Services provided by Adviser to or for the benefit of the Plan.

(b) This Agreement represents the complete agreement of the Parties with regard to the subject matter as it relates to discretionary investment advice, acknowledging that this Agreement supersedes any prior understanding or agreement, oral or written with respect to that subject matter, but the Parties acknowledge the existence of other agreements as it relates to the Financial Education program.

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(c) To the fullest extent permissible under applicable law, Adviser may propose to amend this Agreement upon written notification to Client, and such amendment shall become effective upon the earlier of (i) Adviser's receipt of Client's written consent to the proposed amendment, or (ii) Client's failure to object to the proposed amendment in writing within 60 days of notification. If Client should object to the proposed amendment in writing within the 60-day period following notification, and the Parties cannot come to an agreement as to the proposed amendment, if requested by Client Adviser will continue to provide Services pursuant to this Agreement (un-amended) for a reasonable period (not to exceed 60 additional days) to allow Client to engage a new investment advisor for the Plan.

(d) Each person executing this Agreement on behalf of a Party represents and warrants that he/she is authorized, without the need of further approval or consent from any other person or entity, to execute this Agreement, and that upon execution of this Agreement it will constitute a valid and binding obligation of a Party.

(e) In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Agreement shall not in any way be affected or impaired thereby.

(f) Adviser, its officers, employees, and agents, may advise or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser advises or takes with respect to the Investment Options available to Participants under the Plan. Client expressly acknowledges and understands that Adviser shall be free to render the Services to others and Adviser does not make its services available exclusively to Client or the Plan. Nothing in this Agreement shall impose upon Adviser any obligation to recommend (or select, as the case may be) for the Plan's purchase or sale any security which Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client.

14. Adviser's Services and Fees – Specific Selections

(a) **Selection of Investment Options:** Within the asset classes, styles and investment categories identified in the Plan's investment policy, or otherwise selected by Client and identified to Adviser in writing:

☐ ***Non-Discretionary Advice (Consulting) Only).*** Adviser shall furnish Client with non-discretionary advice only, and Client shall retain the ultimate responsibility and authority for all decisions to select, retain, freeze terminate, replace, and/or take other prudent action in regards to Investment Options made available to Participants under the Plan. If this option is selected, Client has ultimate responsibility for deciding any course of action, including any decision to accept or deviate from Adviser's recommendations.

☒ ***Discretionary Advice (Investment Management).*** Adviser shall have the responsibility and authority to select, retain, freeze, terminate, replace, and/or take other prudent action in regards to the Investment Options made available to Participants under the Plan on a discretionary basis.

(b) **Additional Excluded Assets, If Any.** In addition to the Excluded Assets set forth in Section 2 of this Agreement (brokerage window investments, employer stock, Alternative Investments), Client intends to offer (or may offer) as investment options under the Plan the following additional asset classes or investments, which shall also be treated as Excluded Assets under this Agreement:

_____
_____
_____
_____

(c) **Adviser's Fees:** For all of its Services, the Fees that Adviser will receive under Section 6 of this Agreement shall be

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calculated and paid as follows:

☒ ***Asset-Based Fees.*** Adviser shall receive an annual fee, billed and payable quarterly in arrears, equal to the sum of: 0.04% on assets

For this purpose, "assets" shall include the total gross value of Client's Investments calculated as of the end of the previous quarter (as reported by Client's custodian(s) or pursuant to the Adviser's Valuation Policy, as amended from time to time) disregarding any Excluded Assets.

☒ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Annual Retainer Fee.*** Adviser shall receive an annual retainer fee of $_____, which shall be billed and payable quarterly in arrears. After the passage of the three (3) years, the annual retainer fee will increase to an amount mutually agreed upon by the parties.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***One Time Service Fee.*** Adviser shall receive a one-time fee of $_____, which shall be billed and payable in arrears upon the completion of any project explicitly listed as a one time project in Appendix I.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Other Fees for Participant Education (as applicable)*** Adviser shall receive fees in the amount of $____ per day for participant education meetings.

Any compensation received from Client's service provider by the Adviser, directly attributable to Client's plan will be used to offset the above fee. Such compensation may include commissions and/or additional compensation; commissions are a percentage of the account invested in a particular product, additional discretionary compensation may be paid by a recordkeeper (from their corporate assets, not the plan's assets) based on the type of work and size/scale of business handled by an advisor. In no event will the compensation received be greater than the above stated fee level.

[END OF TEXT; SIGNATURES TO FOLLOW]

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Executed as of _____

ORGANIZATION: Galveston County

_____
(Signature of Plan Sponsor, on its own behalf, and that of the Plan unless another responsible plan fiduciary shall act on behalf of the Plan)

Name:

Title:

Address:

_____
(Signature of Plan Committee or other responsible plan fiduciary – only required if different than Plan Sponsor

_____
(Name of Plan Committee or other responsible plan fiduciary)

Agreed and accepted 8/6/2025 | 11:59 AM CDT
NFP Retirement, Inc.

By: DocuSigned by: Jessica Espinoza 7D85E8FB06624CC...

Title: Managing Director

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Appendix I – Adviser's Services

☑ **Plan Sponsor Investment Advisory Services**

- Investment Structure Evaluation and Ongoing Review
- Fee Structure Evaluation and Ongoing Review
- Investment Policy Statement Development and Management
- Review and Analysis of Existing Managers / Mutual Funds
- Target Date Fund Suitability Review and Selection
- QDIA Suitability Review
- Short-term Cash Alternatives Review and Selection
- Investment Manager / Mutual Fund Searches
- Investment Manager / Mutual Fund Monitoring
- Performance Reporting and Review
  - ☒ Quarterly
  - ☐ Semi- Annual
  - ☐ Annual
- Meeting Minutes to Document Committee Discussions and Actions

☑ **Plan Sponsor Fiduciary Support Services**

- Fiduciary Calendar and Plan Management Fiduciary Diagnostic™
- Fiduciary Training and Education
- Plan and Benefit Design Evaluations
- Regulatory / Legislative Updates and Case Law Interpretation
- Monthly Plan Sponsor Newsletter
- Virtual Fiduciary File to Organize and Store Plan Documents

☑ **Provider Analysis and Fee Benchmarking Services (every 3 years)**

- Competitive Analysis of Provider Services, Investments, and Costs of Incumbent and Top 4 Bidding Providers
- Comparisons of Fees and Revenues for Recordkeeping Related Services, Investment Management Related Services, Per Item Administrative Fees, and Transactional Fees
- Evaluation of Administrative, Recordkeeping, Compliance, Technology, Investment Management, and Employee Communications Services
- Investment Quality Comparisons for All Bidding Providers
- Negotiation of Incumbent's Fees and Revenues, Plan Lineup Changes, and Service Commitments
- Assistance with Reviewing and Selecting an Appropriate Method for Allocating Plan Fees / Credits among Participants
- Assistance with Selecting, Coordinating, and Reviewing Service Provider Finalist Presentations
- Meeting Minutes to Document Discussions and Actions

☐ **Plan Participant Investment Advisory Services**

- On-site Group Education / Advice Meetings (Virtual)

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☐ **Additional Services (separate fee may apply)**

☐ Asset Allocation and Investment Management Services (This is a fiduciary service).

Investment Options will initially be asset allocation models. Adviser shall provide, monitor, and adjust (when prudent) asset allocation models ("Models") designed to assist Plan participants in finding the asset mix which is most likely to meet their investment objectives within acceptable parameters. Asset class sub-types may include, but are not limited to, domestic large cap value equity, domestic large cap growth equity, domestic mid-cap value equity, domestic mid-cap growth equity, domestic small cap value equity, domestic small cap growth equity, international equity, core fixed income, short term fixed income, high yield fixed income, and other appropriate asset classes and investments.

The Plan's participants and beneficiaries are expected to have different investment objectives, time horizons, and risk tolerances. To meet these varying investment needs, participants and beneficiaries will be able to elect a Model that will direct their account balances into investments among a range of options to construct a diversified portfolio that falls within a reasonable span of the risk/return spectrum. Participants and beneficiaries alone bear the risk of investment results from the investments selected, including investment allocation pursuant to selection of a Model.

The Adviser shall direct the rebalancing of accounts utilizing the Models pursuant to each Model's designed asset allocation on a regular basis. The Client shall delegate all necessary discretion and authority to The Adviser with regard to creation and monitoring of Models. Model monitoring will be ongoing. Model adjustment and rebalancing when considered prudent by The Adviser.

Investment Options may eventually include, as appropriate, investment options that are in the nature of "managed accounts" and/or "manager-provided models". Investment Options may also include collective investment trust vehicles including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services, if allowed under applicable law. In evaluating potential Investment Options, The Adviser will evaluate the underlying investments of each potential investment alternative.

In the event Models are utilized as the Investment Options, The Adviser will also provide the design of three glidepath models for different levels of investment risk and provides an asset allocation model to correspond to the three glidepath models. No additional fee will be charged for the multi-glidepath design of the models.

In addition to the fees noted in Section 14, a separate advisory fee will be charged for assets in the Models as noted below:

An annual fee of 0.10% on all assets in the model portfolios.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Consideration of approval of the executive recruitment services proposal for the grants director from CPS HR, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 6:35 pm



PROPOSAL

County of Galveston

Executive Recruitment Services for Director of Grants

Date: August 6, 2025

Submitted by:
Melissa Asher
Chief of Client Services

CPS HR Consulting, 2450 Del Paso Road, Suite 220, Sacramento, CA 95834
P: (916) 471-3358, masher@cpshr.us
Tax ID: 68-0067209
www.cpshr.us

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Cover Letter

August 6, 2025

Rebecca Gilliam
Director, Human Resources
County of Galveston
722 Moody Ave. Galveston, TX 77550

Submitted via email to: rebecca.gilliam@galvestoncountytx.gov

Subject: Executive Recruitment Services for Director of Grants

Dear Ms. Gilliam:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the County of Galveston (the County) with a Partial Recruitment for a new Director of Grants. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement. We have 40 years of experience providing human resources services to state and local government agencies and non-profit organizations, and over 20 years of experience placing top executives in public agencies throughout the United States.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the County to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please do not hesitate to contact me at (916) 471-3358 or via email at masher@cpshr.us.**

Sincerely,

Melissa Asher
Chief of Client Services

Business Information and Background

About CPS HR Consulting

CPS HR is a client-focused human resources and management consulting firm, dedicated to addressing the unique challenges faced by government and non-profit organizations. Founded in 1985, we have earned a reputation as a trusted advisor by leveraging our in-depth public sector expertise to deliver practical, results-driven solutions. As a Joint Powers Authority, we are a self-supporting government agency exclusively serving public entities. This gives us a distinct advantage in understanding and meeting the specific needs of clients across all levels of government, including Federal, State, Local, Special Districts, Higher Education and Non-Profit organizations.

Our unwavering commitment to delivering an unparalleled client experience is built on our comprehensive knowledge of the complexities within the public and non-profit sectors. We assist organizations in attracting, hiring, retaining, and motivating top talent, essential for driving organizational excellence in alignment with their vision.

With more than 100 full-time employees and a network of 200+ project consultants and technical experts across the nation, CPS HR has partnered with more than 2,700 public and non-profit clients throughout the United States. Headquartered in Sacramento, CA, with regional offices in Texas, Colorado, Ohio, and Southern California, we are strategically positioned to support your organization's growth and help your employees fulfill the promise of public service.

Client Focused

We help clients succeed by:

- **Understanding Their Goals:** We listen to your needs, understand your business, and focus on achieving your desired outcomes.
- **Unlocking New Perspectives:** Together we explore new ideas, expand possibilities, and consider the broader impact on those you serve.
- **Bringing Solutions to Life:** We put plans into action, making strategies operational and effective.
- **Empowering Their Growth:** Provide you with the tools and knowledge to elevate performance and expand capabilities for your organization and those you serve.

Consulting Services

Areas of Expertise and Core Markets

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas which follow.



Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through ***more than 20 years*** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Focus on Diversity Recruiting.** In the past three years, 57% of the candidates placed by CPS HR were female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, that includes a diversity sourcing filter.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** ***Our executive search client satisfaction rating averages 4.6 on a scale of 5.*** While many companies talk about client satisfaction, how many measure the impact

of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 95% of our placements are still in their position after two years.
- **Partial list of recruitments.** Below is a list of recent executive recruitments to showcase our experience in leading searches of similar scope.

Agency	Title	Year Completed
City of Terrell, TX	Finance Director	Current
City of Banning, CA	Finance Director	Current
City of Fort Worth, TX	Assistant Finance Director/Chief Procurement Officer	Current
County of Arapahoe, CO	Finance Division Manager	Current
Town of Queen Creek, AZ	Deputy Finance Director	Current
City of Fort Worth, TX	Assistant Finance Director/City Treasurer	2025
City of Northlake, IL	Finance Director	2025
Ventura County Transportation Commission, CA	Finance Director	2025
Town of Estes Park, CO	Finance Director, Outreach only	2025
Columbia Housing Authority, MO	Chief Financial Officer	2025
El Dorado Irrigation District, CA	Director of Finance, Outreach only	2025
City of Georgetown, TX	Assistant Chief Financial Officer	2025
City of Oklahoma City, OK	Finance Director, Partial	2025
City of Oklahoma City, OK	Sr. Financial Services Manager, Partial	2025
Utah Transit Authority	Deputy Chief Financial Officer	2024
County of Ventura, CA	Chief Financial Officer	2024
County of Yuma, CA	Chief Financial Officer	2024
County of Sonoma, CA	DHS Chief Financial Officer	2024
Castle Pines Metropolitan District, CO	Director of Finance	2024
San Diego Association of Governments, CA	Director of Accounting and Finance	2024
City of McAllen, TX	Finance Director	2024

Agency	Title	Year Completed
Mojave Water Agency, CA	Chief Financial Officer	2024
Housing Authority County of Santa Cruz	Housing Programs Director	2024
East Bay Regional Park District, CA	Assistant General Manager-Finance and Management Services	2024
Housing Authority of the County of Alameda	Deputy Executive Director	2024
City of Lockhart, TX	Director of Finance	2023
City of Oklahoma City, OK	Finance Controller	2023
Community Transit, WA	Director of Finance	2023
County of Jefferson, CO	Business and Finance Director	2023
City of Safford, AZ	Finance Officer	2023
City of Missouri City, TX	Director of Finance	2023
City of Madera, CA	Finance Director	2023
Hyland Hills Parks and Recreation District, CO	Finance Director	2023
County of Travis, TX	Finance Director	2022
San Francisco Municipal Transportation Authority	Chief Administrative/Finance Officer	2022
Santa Clara County, CA	Chief Financial Officer	2022
City of Bozeman, MT	Finance Director	2022
City of Washougal, WA	Human Resources and Risk Management Director	2022
County of Galveston, TX	Chief Financial Officer	2022
City of Livingston, CA	Finance Director	2022
City of Rialto, CA	Finance Director	2022
City of Vancouver, CA	Deputy Finance Director	2022
First 5 Santa Clara County, CA	Chief Deputy Finance Director	2022
Oakland Housing Authority, CA	Assistant Director of Finance	2022
Metropolitan Transportation Commission, CA	Chief Financial Officer	2022
City of Tucson, AZ	Assistant City Manager/Chief Financial Officer	2022
Regional Transportation Commission of Washoe County, NV	Director of Finance	2022

Agency	Title	Year Completed
California Joint Powers Risk Management Authority	Finance Officer	2022
City of West Sacramento, CA	Finance Manager	2022
County of Douglas, CO	Senior Treasury Accountant	2022
Valley Water, CA	Senior Accountant	2021
City of San Diego, CA	Independent Budget Analyst	2021
Contra Costa Mosquito & Vector Control District, CA	Human Resources and Risk Manager	2021
City of League City, TX	Finance Director	2021
Valley of the Moon Water District, CA	Finance Manager	2021
County of Skagit, WA	Director of Human Resources/Risk Management	2021
First 5 Contra Costa, CA	Finance and Operations Director	2021
Superior Court of California, San Benito County	Chief Financial Officer	2021
City of Oxnard, CA	Assistant Chief Financial Officer	2021
Alameda-Contra Costa Transit District, CA	Chief Financial Officer	2021
City of San Bernardino, CA	Director of Finance	2021
City of Berkeley, CA	Budget Manager	2021
Sonoma County Library, CA	Chief Financial Officer	2021
Galveston Island Park Board, TX	Chief Financial Officer	2020
County of Oakland, CA	Management and Budget Director	2020
City of Vancouver, WA	Deputy Finance Director	2020
City of Millbrae, CA	Finance Director	2020
Orange County Fire Authority, CA	Purchasing Manager	2020
Utah Transit Authority, UT	Chief Financial Officer	2020
County of Marin – Health and Human Services, CA	Chief Fiscal Officer	2020
City of Oxnard, CA	Purchasing Manager	2020
City of Aurora, CO	Debt, Treasury & Investment Manager	2020
Alderwood Water & Wastewater District, WA	Finance Director	2020
Citycounty Insurance Services, OR	Chief Financial Officer	2020

Agency	Title	Year Completed
Orange County Fire Authority, CA	Finance Manager	2019
City of Garden Grove, CA	Finance Director	2019
Contra Costa County Employment and Human Services Department, CA	Chief Financial Officer	2019
City of McAllen, TX	Finance Director	2019
City of San Jose, CA	Risk Manager	2019
City of Missouri City, TX	Chief Financial Officer	2019
City of Oxnard, CA	Chief Financial Officer	2019
Town of Discovery Bay Community Services District, CA	Finance Manager	2019

Our Strong Understanding of Texas Local Government

At CPS HR, we work beyond the usual transactional nature of business relationships. Our philosophy is rooted in partnership with a shared vision and mutual goals. We bring our wealth of expertise to the table to align it with the unique aspirations and strategies of each client.

Extensive Public Sector Expertise: We have a profound depth of experience working ***exclusively*** with public agencies and non-profit organizations. CPS HR is a joint powers authority, and as such, our charter mandates that **we provide services only to public agencies and non-profits, which includes Special Districts, Cities, Counties, and other Local Government Agencies.** Over the years, we have conducted numerous classification and compensation studies for a wide array of public agencies.

For more than 15 years, we have had the pleasure of working with many agencies in Texas on several projects. Through our direct project experience, we have developed a thorough familiarity with regional issues such as housing costs, transportation, demographics, employment rates, and economic conditions, as well as with the unique culture and diversity of the State of Texas. Additionally, we have garnered insights on the region from our current and past Board agencies – the City of Plano and the City of Dallas. Our breadth of services has included the following:

- Several executive recruitments have been conducted for the counties of Galveston, Dallas, Harris and Travis as well as the North Texas Municipal Water District and for the cities in Dallas, Austin, League City, The Woodlands, Dayton, Dickinson, Galveston Island, Garland, Missouri City, New Braunfels, Farmers Branch, Bellaire, Baytown, Arlington, and Victoria.
- CPS HR has also conducted an analysis of the hiring practices performed by the City of Dallas for non-uniformed personnel in which services included reviewing current practices, identifying best industry practices, and providing recommendations for improvement.

- CPS HR has conducted entry-level and/or promotional public safety testing for the cities of Abilene, Amarillo, Mission, Fort Worth, Irving, Arlington, Grand Prairie, Denison, Richardson, and El Paso County. We continue to provide employment examinations for several agencies throughout Texas.
- CPS HR has worked with agencies in Texas on various classification and compensation projects including conducting a classification and compensation study for the City of Waxahachie, a total compensation study for Austin Energy, providing ongoing classification studies for the City of Plano along with updating their compensation policy and pay practices, as well as data reporting and compensation consulting for the City of Princeton.
- CPS HR performed on-site Conflict Management/Resolution training for the City of Waco, on-site leadership, communication, and Supervisory Skills training for the City of Alamo Heights, Supervisory Skills Academy for the City of Irving, and iterative Lean Continuous Improvement Training for the City of Pearland. In addition, CPS HR has also conducted several regional supervisory and risk management training sessions in the DFW area. CPS HR has previously partnered with the Texas Association of Regional Councils and the Heart of Texas Council of Governments to provide free training to its members.
- CPS HR has conducted organizational assessments for the City of Austin, HR audits for the City of Prosper, a policy and procedure review for the City of Del Rio, succession planning consulting for the City of Dallas Water Utilities Department, and 360 development assessments for the City of Georgetown. We have also worked with the Brownsville Texas Public Utility Board to provide succession planning services and review/revision of their employee policies and procedures; we also delivered organizational change management training for the Capital Metropolitan Transportation Authority. We have provided Employee Engagement services for the Dallas Area Rapid Transit, the City of Houston, the City of San Antonio, and the Texas Municipal Retirement System.

Our Approach and Methodology

Key Stakeholder Involvement

The Hiring Manager on behalf of the County of Galveston must be intimately involved in the search for a new Director of Grants. Our approach assumes their direct participation in key phases of the search process. At the discretion of the Hiring Manager, other key stakeholders may also be invited to provide input for the development of the candidate profile.

The County's Needs

A critical first step in a successful executive search is for the Hiring Manager to define the professional and personal qualities required for the Director of Grants. CPS HR has developed a very effective process that will permit the Hiring Manager to clarify the preferred future direction for the County; the specific challenges the County is likely to face in achieving this future direction; and the working style and organizational climate the County wishes to establish with the Director of Grants.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified people is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates.

Diversity Outreach Process

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being people of color and/or female candidates within the past three years.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also seek candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensure that we capture the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result is incredibly diverse candidate pools. Our clients have been quite pleased with our process and end results.

Our Process/Scope of Work

Our proposed executive search process is designed to provide the County with the full range of services required to ensure the ultimate selection of a new Director of Grants uniquely suited to the County's needs.



Phase I: Our consultant will meet with the Hiring Manager to ascertain the County's needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the County.

Phase II: The recruitment process is tailored to fit the County's specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 - Develop Recruitment Brochure

The first step in this engagement is a thorough review of the County's needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new Director of Grants. Activities will include:

- Identifying key priorities for the new Director of Grants and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship, the Hiring Manager wishes to establish with the Director of Grants.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new Director of Grants in light of the discussions above.

- Discussing recruitment and selection strategies for the Hiring Manager's consideration to best produce the intended results.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the County for review. Please refer to Appendix A for a sample brochure. Additional brochure examples are available on our website at https://www.cpshr.us/executive-level-recruitment-job-listings/

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 - Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 - Resume Review and Screening Interviews

Task 4 - Hiring Manager Selects Finalists

The recruitment process is tailored to fit the County's specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database.

CPS HR will prepare, submit for your approval, and publish advertisements in appropriate magazines, journals, newsletters, job bulletins, and websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the Director of Grants brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we

are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the County. For many talented individuals, understanding these aspects is one of the key motivators to apply.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the County or continuing to ensure the public confidence in the integrity of the County.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the County is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Hiring Manager. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Hiring Manager to review this report and to assist them in selecting a group of finalists for further evaluation.

Timeline

The project team CPS HR has selected is prepared to begin work upon receipt of a fully-executed contractual agreement. All Partial Recruitment activities can be completed in 10 to 12 weeks. The precise schedule will depend on the placement of advertising on the appropriate professional and affiliate website, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is below.

Task Name	Month 1				Month 2				Month 3			
Weeks	1	2	3	4	5	6	7	8	9	10	11	12
Initial Meeting/Candidate Profile	➤											
Draft Brochure			➤									
Brochure Approved/Printed Place Ads				➤								
Aggressive Recruiting					➤							
Final Filing Date							➤					
Preliminary Screening										➤		
Present Leading Candidates to City											➤	
Weeks	1	2	3	4	5	6	7	8	9	10	11	12

Our Executive Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. ***Ms. Kylie Wilson*** will serve as your dedicated project manager throughout this recruitment process. ***Ms. Wilson*** will leverage the knowledge and experience of our entire recruitment team in order to provide you with the best possible recruitment experience. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff member will be removed or replaced without the prior written concurrence of the County.

Team Biographies

Kylie Wilson, Principal Consultant (Based in Texas)

Kylie Wilson has over twenty-five years of professional and management experience in the public sector. Ms. Wilson has worked directly with local government organizations and associations, predominately human resources personnel, city management, parks and recreation, project management, employee development, executive recruitment, strategic planning, live training and workshops and other client needs.

She has worked in several impactful management roles for municipal government entities in Texas to include the City of Baytown, the City of Missouri City, the City of Georgetown, and the City of League City. She also previously worked for Strategic Government Resources (SGR) overseeing member relations, leadership conferences, job board vacancies, and online learning management system (LMS) opportunities.

She has a passion for public service and a strong skill set for being mission driven and results oriented, while always maintaining an optimistic and engaging demeanor. Ms. Wilson also provided management and oversight to key programs, projects and processes by evaluating City operations and making recommendations to improve operational implementation of a strategic plan, to include short-term and long-term goals and objectives, for City operations, and identifying opportunities for improving methods and procedures.

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

Reference 1

Agency: City of Missouri City, TX

Contact: Shauna Shepherd, Human Resources & OD Director

Phone/Email: (281) 403-8680 / Shauna.Shepherd@Missouricitytx.gov;

Address: 1522 Texas Parkway, Missouri City, TX 77489

Project: Multiple Recruitments since 2019 including *Chief Financial Officer (2023 & 2019)*

Reference 2

Agency: County of Travis, TX

Contact: Susan Welbes, Administrative Services Division Director, Sr.

Phone/Email: (512) 854-9417 / Susan.Welbes@traviscountytx.gov

Address: Transportation and Natural Resources, 700 Lavaca St., 7th Floor, Austin, Texas 78701

Project: Multiple Recruitments since 2016 including *Finance Director (2022)*

Reference 3

Agency: City of League City, TX

Contact: James Brumm, Director of Human Resources & Civil Service

Phone/Email: (281) 554-1006 / james.brumm@leaguecitytx.gov

Address: 300 W Walker St, League City, Texas 77573

Project: Multiple Recruitments since 2020 including *Director of Finance (2021) and City Auditor (2020)*

Professional Fees

Professional Services

Our professional fixed fee covers all CPS HR services associated with **Phases I and II** of the recruitment process.

Travel expenses for candidates who are invited forward in the interview process are not included.

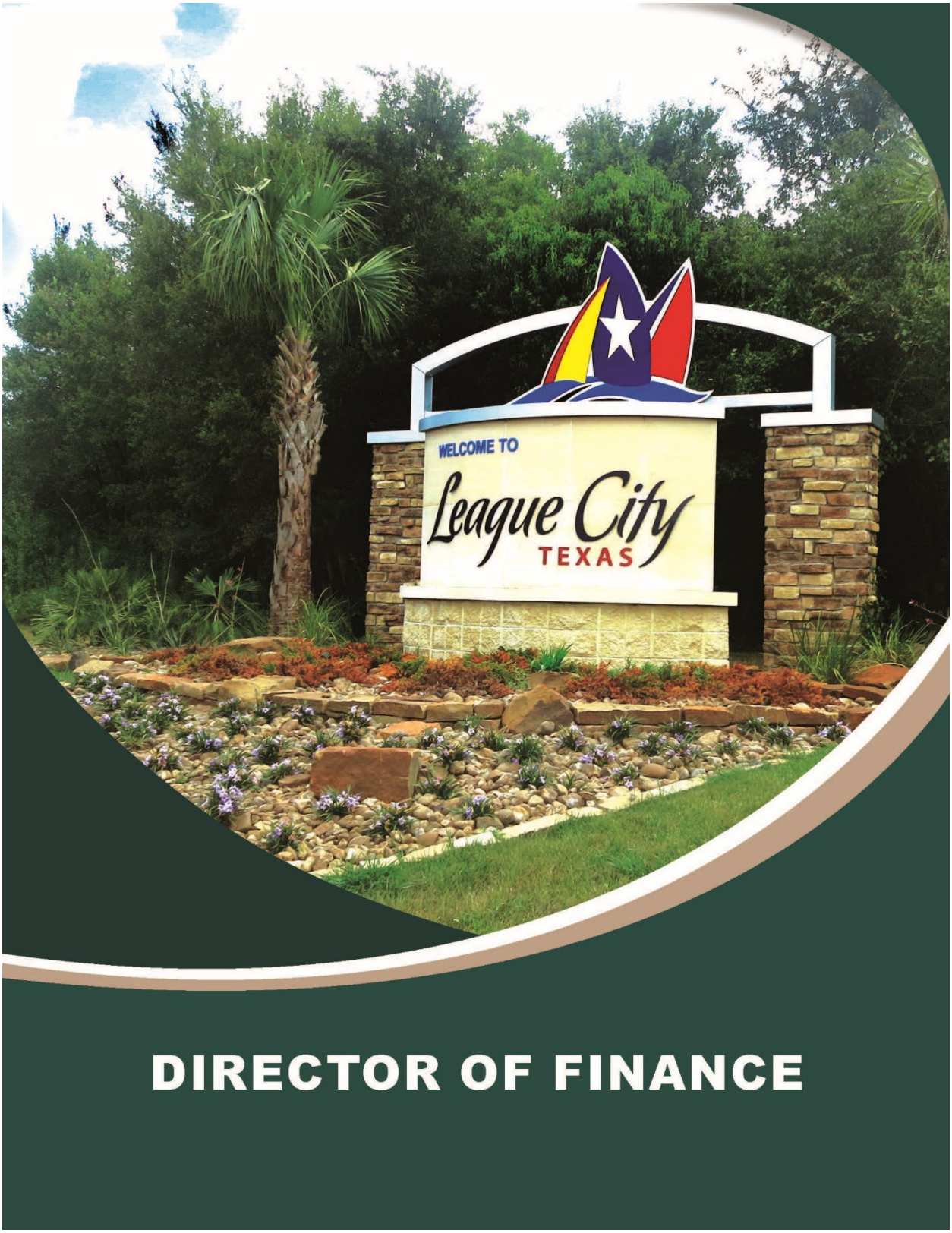
Professional Fixed Fee *	
Professional Services Partial Recruitment (Phases I & II Only - Fixed Flat Fee)	**$20,000**

**Professional fees would be billed and paid monthly.*

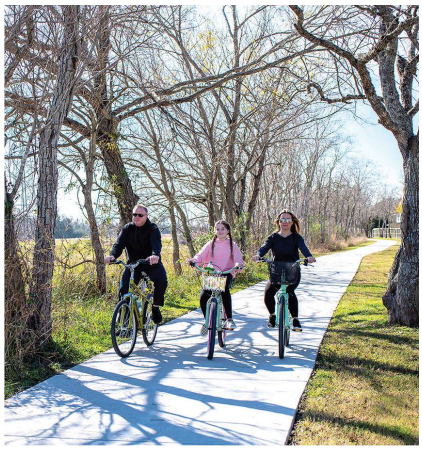
CPS HR CONSULTING

We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the County of Galveston in this important endeavor.

Appendix A: Sample Brochure







THE COMMUNITY

League City is located near the Texas Gulf Coast, approximately 20 miles southeast of Houston in northern Galveston County and the southernmost part of Harris County. The city is situated on the south shore of Clear Lake and encompasses an area of 53 square miles. The major sectors of the area's economic base include aerospace (NASA), petrochemicals, health care, upscale commercial, boating, and visitor attractions. League City's residents and businesses enjoy easy access to many regional attractions and destinations including Galveston Island, the NASA Johnson Space Center, South Shore Harbour Resort & Conference Center, Clear Lake, University of Texas Medical Branch, Baybrook Mall, Kemah Boardwalk, Hobby International Airport, Downtown Houston, Texas Medical Center, Houston Spaceport, four major shipping ports, and the second largest petrochemical cluster in the world!

Ranked as one of the fastest growing and most desired communities in which to live in both Texas and the U.S., more than 110,000 residents live in League City due to the nationally-acclaimed school system, affordable master-planned communities, family-centric values, 100-year old oak trees, recreational lifestyle, and love for the water. With its distinct and vibrant culture, League City is committed to education, health, public safety, infrastructure, and recreation ensuring that League City will be the place in Texas to live, work, and play for years to come.

THE ORGANIZATION

The City of League City is a progressive, full-service municipal organization operating under the Council-Manager form of government with an at-large Mayor and Council Members. The City Council appoints the City Manager, City Attorney, City Secretary, Municipal Court Administrator, and the City Auditor. The City Manager serves as the chief administrative and executive officer of the City and is responsible for guiding and directing day-to-day operations and oversight of all positions. The City has a staff of approximately 646 FTEs, an operating budget of $145.14 million and a 5-year capital program approaching $500 million.

The City of League City staff and leadership collaborated to develop a mission statement regarding the role and purpose of City government, along with a set of organizational values to guide the **SERVICE** of the City's workforce.

- **SUSTAINABILITY** - Optimizing available resources to maintain and improve quality of life.
- **EXCELLENCE** - Reflecting who we are, our values, and our distinctive performance by consistently surpassing expectations.
- **RESPECT** - Appreciating, valuing, recognizing, and caring about what our team and community has to offer.
- **VALUE-DRIVEN** - Exhibiting a high degree of stewardship and accountability.
- **INTEGRITY** - Doing what is ethically and morally correct because it's the right thing to do.
- **CUSTOMER-FOCUSED** - Accessible and responsive to customer needs according to our values with a focus on what is best for all.
- **ENGAGED** - Communicating effectively with external and internal stakeholders to create an environment of trust and collaboration.

DEPARTMENT OVERVIEW

The Finance Department is charged with maximizing the use of financial resources by creating a more efficient system to facilitate the transaction involving the collection, disbursement, and reporting of city funds. This department is responsible for administering the financial operations of the city. It also maintains the city's financial records, the centralized collection area processes payments for water bills, and all other monies associated with city services. The accounting area is responsible for the disbursement of all city fund Transparency Star Graphics including payroll. The Department has an approved annual budget for FY2021 of $3,157,332 and a great team of employees to include a 25.25 FTEs.

To learn more about the City of League City's Finance Department visit: https://www.leaguecity.com/2686/Finance

THE POSITION

The Director of Finance leads and manages a team that oversees the areas of Accounting, Municipal Court, Utility Billing and Purchasing. This Director is responsible for developing and implementing departmental strategic goals, objectives, policies, and priorities. This position prepares and presents materials, reports, and agenda items pertaining to the City's finances and services, as well as serving as the Department liaison with City Council, the Finance Committee, and the 4B Corporation Board. Attendance for Council and Advisory meetings is essential. The Director must have experience in accounting systems, bank reconciliation, capital justifications, fixed assets, general ledger, payroll, accrual accounting, adjusting entries, and accounts receivable and payable. Knowledge of GASB rules and regulations on financial reporting is a key in this role.

Typical responsibilities:

- Directs the financial activities of the City including investments, debt management, revenue collections, procurement, and the annual comprehensive financial report.
- Coordinating various accounting and financial activities with department employees, and communicating with the City Manager, executive team, department heads and other City employees on financial issues.
- Main point of contact for bond issuances, including credit rating calls, preparing official statements and other documents related to the issuance of bonds and other debt instruments.
- Oversees City's contract for the following: assessment and collection of taxes, investment advisor, financial advisor, bank services, merchant services, external auditor.
- Manages contracts and administrative processes related to PIDs, TIRZs, and MUDs including attendance at meetings, reporting, and City contact for debt issuances.
- Manage Big League Dreams contract, including track revenues owed the City.
- Manage 380 agreements, including calculation and processing of payments owed.
- Maintain ongoing knowledge of grants received by the City and accounting implications.



- Manage updates to the Utility Rate and Financial Plan Analysis and oversee implementation of adopted rate increases.
- Prepares and reviews final documents for the annual audit, submitting ACFR for the GFOA Certificate of Achievement and communicates the results to the City Manager and Executive Director.

THE IDEAL CANDIDATE

The ideal candidate shall be a results-oriented and strategic thinker with a successful track record of ensuring consistent and effective execution of accounting systems and processes and optimal use of department and organizational resources to meet the ever-changing needs of a highly visible and complex business unit. This politically astute and experienced leader shall be people-centric and manage with integrity, while also instilling personal and team accountability. The successful candidate will need to use historical data and industry trends to recommend and implement better ways of working together.

Desirable competencies for the **Director of Finance** shall include:

- ***Character:*** Humility, high level of integrity; fair, friendly and diplomatic demeanor; confident and calm under pressure; fair and honest; professional attire.
- ***Adaptable:*** Able to adapt to ongoing challenges and capable of shifting in various directions necessary to manage changes; provides information and feedback to staff to an agile department.
- ***Financial Acumen:*** Manages multiple funding sources and revenue streams; ensures innovative revenue development strategies for sustainability; provides the necessary financial resources to sustain and grow the organization; ensures adherence generally accepted accounting; possess the ability to evaluate and improve processes and procedures to enhance services; demonstrated leadership in financial and cash management, accounting, auditing, investments and debt management; identifies untapped resources.
- ***Results Oriented:*** Improves and sustains superior business performance; builds high-performing teams that hold themselves and staff accountable for their performance; delegates appropriately; makes financially-sound decisions; optimizes resources and initiates efficient work processes; pursue aggressive goals and work hard/ smart to achieve them.
- ***Politically Astute:*** Has a sense of presence to successfully engage with the City Leadership & City Council, corporate partners, institutional and agency directors and boards.
- ***Strategic Thinking:*** Demonstrates the ability to analyze, interpret and effectively identify and solve problems; makes informed decisions, and successfully addresses complex organizational challenges; provide/implement creative solutions and provide direction by clearly and effectively setting courses of action.

- ***Communication:*** Excellent written and oral communication skills with a proven ability to successfully communicate highly technical issues to any audience; exceptional listening skills; provide presentations on various financial matters; listens attentively to understand the needs, intentions and values of others.
- ***Talent Management:*** Demonstrates the ability to foster a progressive and diverse workforce, have a good sense of the morale; attract, align, and professionally develop employees; provide opportunities for continued growth and develops a succession plan; instills an empowering workforce and creates an environment where ideas are fostered and nurtured.
- ***Forward-Thinking:*** Fosters a vision and direction for department; seeks "best practices" and trends for continued growth and relevance; develops short and long-range plans, strategies, priorities, goals and objectives, along with forecasting and data/trend analysis.

EDUCATION/EXPERIENCE

Bachelor's Degree in Accounting, Finance, or Business Administration or in a related field required. Seven years of experience in Finance Administration required, and at least 5 years of Municipal Government experience preferred. An equivalent combination of education and experience noted above is acceptable. Master's Degree, and/or CPA preferred. Familiarity with Tyler MUNIS is highly desirable.

COMPENSATION AND BENEFITS

The salary range for this position is **$104,750 - $157,120** and is commensurate with qualifications and experience of the successful candidate. The City of League City also offers an excellent array of benefits. ***For more information, visit the City's benefits website: https://www.leaguecity.com/3760/Employee-Benefits.***

APPLICATION PROCESS AND RECRUITMENT SCHEDULE

First review of resumes begins on **Monday, August 23, 2021.** To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references (who will not be contacted without prior notice).
To review more information on the position, and to submit your materials visit: **https://www.cpshr.us/recruitment/1815 .**

KYLIE WILSON
(916) 471-3325 ▪ kwilson@cpshr.us ▪ www.cpshr.us
CPS HR CONSULTING

Resumes will be screened in relation to the criteria outlined in this brochure. Candidates deemed to have the most relevant qualifications will be invited to interview with the consultant. The City anticipates holding semi-finalist interviews "virtually", and final round interviews in person. Media checks will be performed on all screened candidates, and a comprehensive reference and background check will be done on the final selection.



League City TEXAS

The best place to live, work, and play.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Receive and file July 2025 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections

Approval History

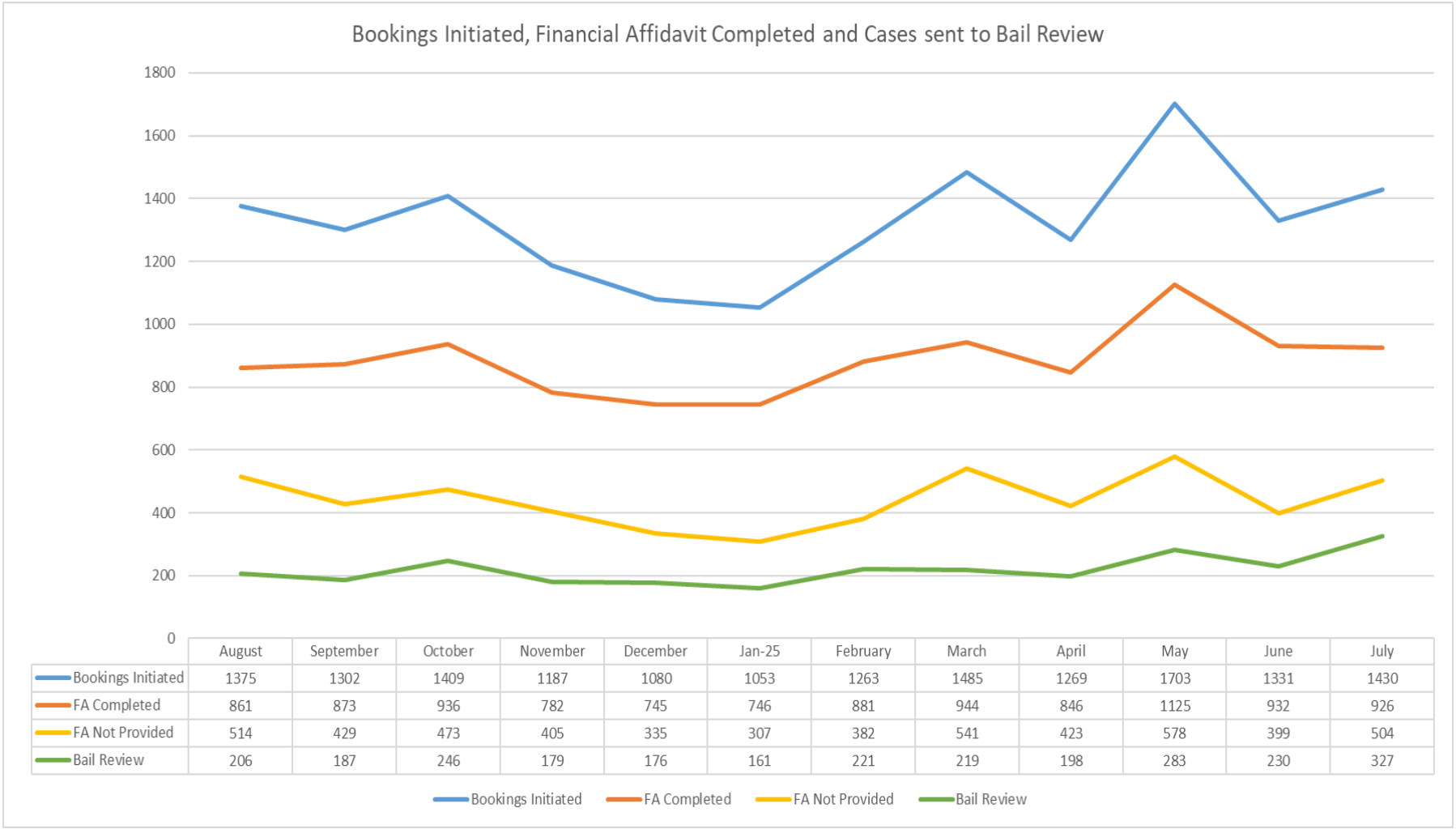
Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 10:00 am

PERSONAL BOND MONTHLY REPORT JULY 2025

PERSONAL BOND OFFICE

Aaron Johnson, Director

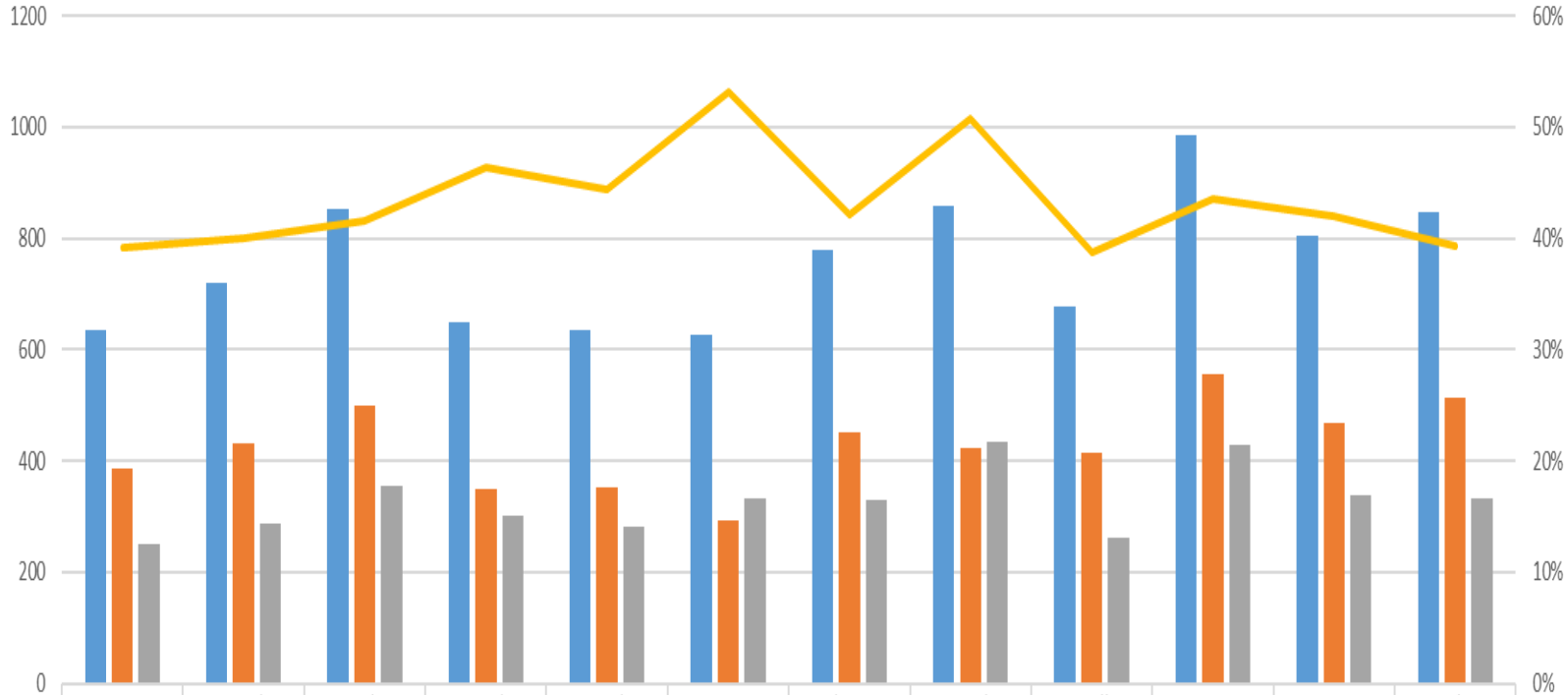
August 1, 2025



	August	September	October	November	December	Jan-25	February	March	April	May	June	July
Bookings Initiated	1375	1302	1409	1187	1080	1053	1263	1485	1269	1703	1331	1430
FA Completed	861	873	936	782	745	746	881	944	846	1125	932	926
FA Not Provided	514	429	473	405	335	307	382	541	423	578	399	504
Bail Review	206	187	246	179	176	161	221	219	198	283	230	327

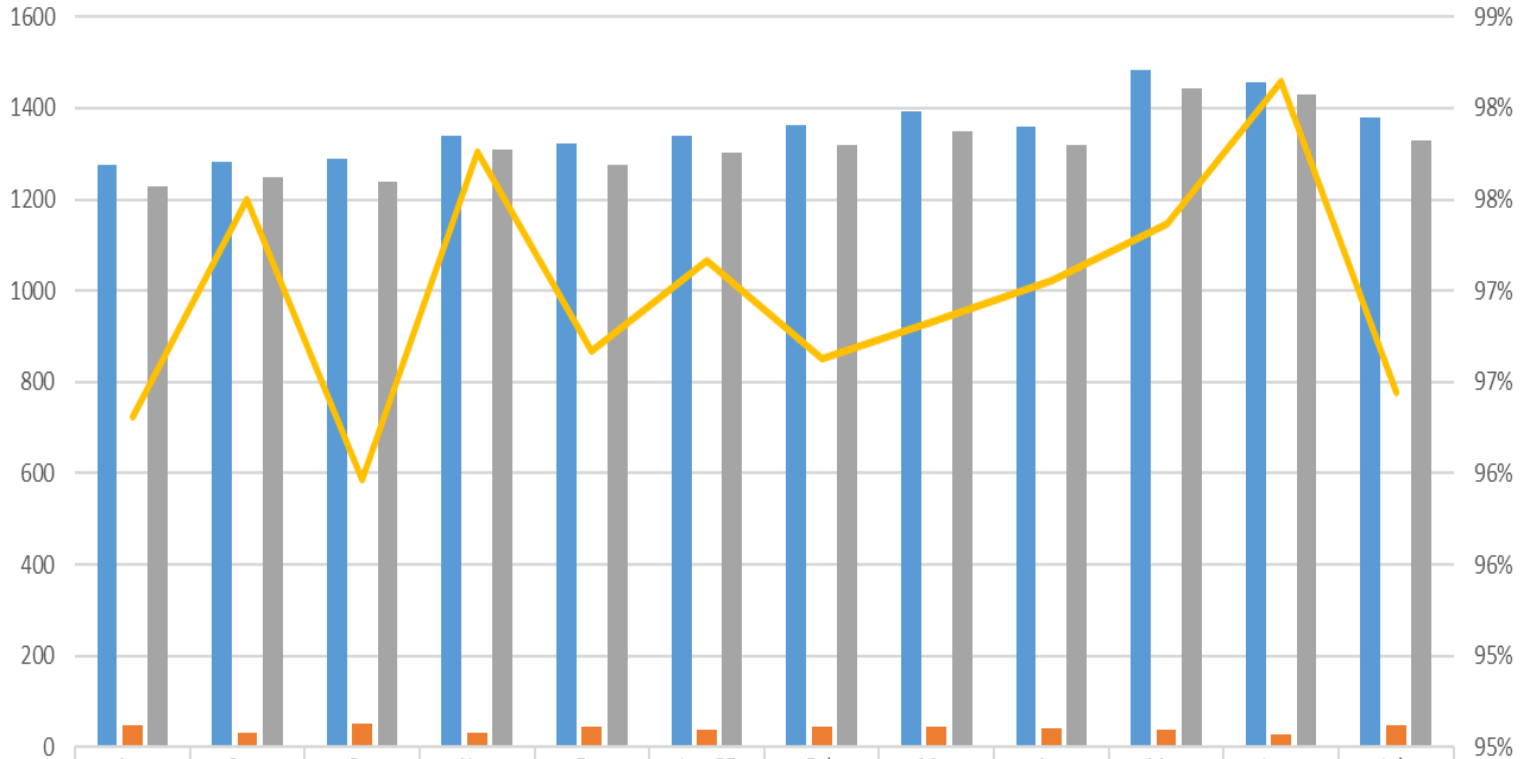
Financial Affidavits not provided reasons include but not limited to: Magistrated cases in other jurisdictions, Defendant refused, Out of County Warrants, Municipal Holds, and Class C cases.

Total Eligibile Releases, Type and % to PBO



	August	September	October	November	December	Jan-25	February	March	April	May	June	July
Total Eligible Releases	636	719	853	649	634	626	780	858	678	984	805	846
Releases to Surety	387	431	498	348	353	293	451	423	415	556	467	513
Releases to PBO	249	288	355	301	281	333	329	435	263	428	338	333
% to PBO	39%	40%	42%	46%	44%	53%	42%	51%	39%	43%	42%	39%

Personal Bond Compliance Report based on Monthly Average Population



	Aug	Sept	Oct	Nov	Dec	Jan-25	Feb	Mar	Apr	May	June	July
Total Active Population	1275	1281	1290	1340	1321	1340	1364	1393	1358	1482	1458	1378
Total Forfeitures	47	32	52	30	44	38	46	44	40	39	27	49
Total in Compliance	1228	1249	1238	1310	1277	1302	1318	1349	1318	1443	1431	1329
% in Compliance	96%	98%	96%	98%	97%	97%	97%	97%	97%	97%	98%	96%

Total Active Population Total Forfeitures Total in Compliance % in Compliance

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Receive and file notification of installed stop sign submitted by the Road & Bridge Department

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 9:54 am

The County of Galveston

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

Date: August 6,2025

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

From: Lee Crowder
Road Administrator

Re: Request for Commissioner's Court Agenda Item

I am requesting to place the following items on the consent agenda on August 18th.

Receive and file the Approval form for the New Installation of Installed Stop Signs:

1. Santa Fe, TX- NE, NW, SE, & SW corners of Cowan & Cowan.

If any additional information is required, please contact me at x5707.

Thank you.

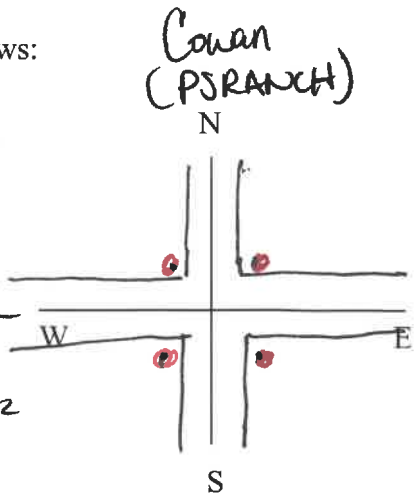
APPROVAL FORM FOR THE NEW INSTALLATION OF REGULATORY SIGNS

I am requesting the new installation of a regulatory sign as follows:

Location: Cowan & Cowan Santa Fe Trl
(Name of city, town, or village)

Description of Sign: Stop Signs
(STOP sign, speed limit sign, no parking sign and other regulatory signs or changed street sign)

Specific location of Sign: NE, NW, SE & SW corner
(Northwest corner, southeast corner, et.al)



Intersecting street names
or other form of identification: INTERSECTION of COWAN & COWAN (PS RANCH)
(i.e. intersection of 6th Street and Avenue C or west side of Avenue C 813' south of 6th Street)

Submitted by: Zachary Smith *Date:* 2025-08-06

Approved/Disapproved Lee Crowder
Lee Crowder,
Director of Road and Bridge Department

Verification of Completion of New Installation of Regulatory Sign

Photo(s) attached ✓

The new installation of the above-proposed regulatory sign(s) has been completed. This project was completed on (date) Aug 4th 2025.

Manager's Signature:

After completion, please return form to front office as soon as possible. Thank you.

C:\Users\FORDK\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\RF4LLRO8\APPROVAL FORM FOR THE NEW INSTALLATION OF REGULATORY SIGNS.doc


Notice of Proposed Traffic Regulation
Notice is hereby given that Galveston County, Texas proposes to install traffic sign(s) and/or adopt other traffic regulation(s) at various location(s) within unincorporated areas of the County The traffic signs and regulations being considered are at the following locations:
COWAN
&
COWAN
Any person(s) interested in expressing their views on the proposed Regulations may request the Commissioners' Court to conduct a public hearing by contacting, in writing, the person whose name appears at the end of this notice by no later than seven (7) days after the date this notice is published and posted and requesting a public hearing Should a public hearing be requested the hearing will be scheduled as an agenda item of the next regularly scheduled Commissioners' Court Meeting and the hearing will be held at the Galveston County Courthouse Commissioners' Courtroom,722 Moody,1st floor_Galveston Texas
THE STATE OF TEXAS
COUNTY OF GALVESTON
Lee Crowder
Director of Road & Bridge
5115 Highway 3
Dickinson, Texas 77539
Telephone Number (281)534-4152
Date of Posting:
August 4, 2025

STOP


STOP
Notice of Proposed Traffic Regulation
COWAN
&
COWAN

STOP
Notice of Proposed Traffic Regulation
COWAN
COWAN
August 4, 2025

STOP

The Road and Bridge Department received a total of 10 calls from residents after the sign installation and posting of public notice with questions during the public comment period. No questions are left unresolved and no public meeting was requested.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Receive and file transfer of funds within the District Attorney's Forfeiture Fund 2131-127100 submitted by the District Attorney

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 10:35 am

COUNTY of GALVESTON
Criminal District Attorney

JACK ROADY

Kayla Allen
First Assistant

Johnny J. Freeze
Chief Investigator

Zonia Wilturner-Smith
Chief Executive Officer

August 7, 2025

Galveston County Judge Mark Henry
and Members of Commissioners' Court
722 Moody
Galveston, Texas 77550

Re: Fiscal Year 2025 Receive and File Budget Amendment for District Attorney

Gentlemen:

Please accept this receive and file letter notifying you of my request for a transfer of funds to Travel and Conference in the amount of $25,900.00 from Administrative Supplies ($9,900.00), Other Contract Services ($5,000.00), Membership and Dues ($10,000.00) and In-House Meetings and Food ($1,000.00) within the District Attorney's Forfeiture fund (2131- 127100).

I am including the attached documentation for support of current available balance.

Respectfully,

JACK ROADY
Criminal District Attorney
Galveston County, Texas

	Felony Section	Family Law Section	Grand Jury Section	Victim's Assistance Unit	Houston Line
Office:	409-766-2355	409-766-2364	409-766-2379	409-770-5124	281-316-8300 x 2355
Fax:	409-766-2290	409-765-3237	409-770-6291	409-765-3196	

www.co.galveston.tx.us

600 59th Street, Suite 1001 · Galveston, Texas 77551

Galveston - Budget vs Actual - Company

Company: The County of Galveston
Period: FY2025 - Aug
Time Period: Current Period YTD
Plan Structure: Annual Budget Detail
Plan Name: FY25 Amended Budget
Worktags: Cost Center: 127100 District Attorney
Fund: 2131 District Attorney Forfeitures After 10/89 Fund
Book: Modified Accrual

Ledger Account	Original Budget	Amended Budget	Actuals	Commitments	Obligations	Actuals & Encumbrance	Budget Remaning	Budget Used %
Ledger Accounts	49,819.00	49,819.00	16,244.33	0.00	3,899.00	20,143.33	29,675.67	40.4%
4521000:Forfeited Funds	(35,000.00)	(35,000.00)	(19,721.89)	0.00	0.00	(19,721.89)	(15,278.11)	56.3%
5310000:Administrative Supplies	10,000.00	10,000.00	86.51	0.00	0.00	86.51	9,913.49	0.9%
5433000:law Enforcement Administration	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.0%
5481000:Miscellaneous Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.0%
5490000:Contributions	2,920.00	2,920.00	956.20	0.00	2,920.00	3,876.20	(956.20)	132.7%
5495000:Education and Training	13,699.00	13,699.00	13,955.92	0.00	0.00	13,955.92	(256.92)	101.9%
5496000:Travel and Transportation	20,200.00	20,200.00	8,079.51	0.00	979.00	9,058.51	11,141.49	44.8%
5498000:Professional Memberships	26,000.00	26,000.00	12,888.08	0.00	0.00	12,888.08	13,111.92	49.6%
5499000:Other Services - Miscellaneous	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.0%
Total Revenues	35,000.00	35,000.00	19,721.89	0.00	0.00	(19,721.89)	(15,278.11)	56.3%
Total Expenditures	84,819.00	84,819.00	35,966.22	0.00	3,899.00	39,865.22	44,953.78	47.0%
Net Total (Revenue - Expense)	(49,819.00)	(49,819.00)	(16,244.33)	0.00	(3,899.00)	20,143.33	29,675.67	40.4%

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Consideration of a resolution honoring the retirement of Road & Bridge Administrator, Lee Crowder, submitted by Commissioner, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 12:48 pm

COUNTY OF GALVESTON

On this the 18th day of August, 2025, the **Commissioners' Court of Galveston County, Texas** convened in a special meeting with the following members thereof present:

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

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

Whereas, effective August 31, 2025, after 21 years of devoted service to the County, **R. Lee Crowder,** will retire from his position as **Road Administrator** for Galveston County; and

Whereas, R. Lee Crowder began his career as the Beach and Drainage Manager with the County in 2004, he directed and operated the disaster recovery on the Bolivar Peninsula post Hurricane Ike, and in 2015 was promoted to the Road Administrator, where he oversaw the Road and Bridge, Fleet Services, and Flood Control departments. He played pivotal roles during the County's response to Hurricane Harvey by directing high water rescues, delivering supplies to relief shelters, and removal of storm debris post storm. He has worked diligently to identify and manage projects funded by the Coastal Erosion Planning Response Act and Gulf of Mexico Energy Security Act to protect and manage the Bolivar shoreline; and

Whereas, R. Lee Crowder is a proud member of the Fighting Texas Aggie Class of 1993, graduating with a Bachelor's of Science degree. He received the 2013 Honorary Citizen of the Year from the Bolivar Peninsula Chamber of Commerce, and the Patriotic Employer Award from the Office of the United States Secretary of Defense in 2016. **R. Lee Crowder** also served on the Board of Directors for the Texas Association of County Engineers and Road Administrators, holding positions of Secretary and President; and

Whereas, R. Lee Crowder consistently displayed the highest level of dedication to his superiors, peers, and subordinates alike. During his time as Road Administrator, he worked to modernize the departments' functions, and oversaw the design, and construction of the new Galveston County Maintenance Facility. His expertise, humor, friendship, and commitment will be sorely missed by those of us who had the privilege to work for and alongside him, and by those who had the pleasure of interacting with him.

Now, therefore be it Resolved, that the **Commissioners' Court of Galveston County** issues this **Resolution of Appreciation** to **R. Lee Crowder** in honor, tribute and deep-felt gratitude for his years of unselfish dedication, commitment and friendship to **Galveston County**; and that after an illustrious career that has left a lasting impact on all whom had the pleasure of working and learning from him, wish him happiness in his well-deserved and well-earned retirement.

Be it Further Resolved that a copy of this **Resolution** is spread upon the minutes of this **Court** and that the original hereof be furnished to **R. Lee Crowder** in appreciation for his many contributions to the state of Texas, Galveston County and its citizens.

Upon Motion Duly Made and Seconded, the above Resolution passed on this the 18th day of August, 2025.

Attest:

By: County of Galveston, Texas

_____
Dwight D. Sullivan, County Clerk

_____
Mark A. Henry, County Judge

_____
Darrell A. Apffel, Comm., Pct. #1

_____
Joe Giusti, Comm., Pct. #2

_____
Hank Dugie, Comm., Pct. #3

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Contract Approval Request Form

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

1) **Date of Request:** 7/23/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Parks and Cultural services**
5) **Department Contact: Julie Walker**
6) **Description: Food preparation amendment between Elior dba TRIO Community Meals and Houston Galveston Area Council Agency on Aging providers consortium that increases cost per meal**

7) **PEID No: 719569**
8) **Req No:**
9) **Orgkey: FY 25 Congregate Meals**
10) **Object Code: GR-0000754, 2921-451110**
11) **Vendor: Elior Inc, dba TRIO Community Meals, LLC**
12) **Vendor Contract No: Ref.**

Expenditure Budget/Revenue Projections

13) **Fund Name: FY25 Congregate Meals This amendment will be for FY26 Congregate Meals**
14) **Fund #: GR-0000754, 2921-451110**
15) **Current Year Budgeted: 264,479**
16) **Current Year Projected: 233,630**
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: 230101

NOTES: JW HB1295 on file. Amendment #7 - Contract for meals for senior citizens at each center 7/23/2025 - CM15083A awarded on 01/06/2015

Approval History

Seq #	Approver	Action	Action Date
1	Julie Walker	Approve	7/23/25 3:28 pm
2	Melissa Fleming	Approve	7/23/25 3:48 pm
3	Veronica Van Horn	Approve	7/28/25 11:26 am
4	Diana Huallpa	Approve	7/29/25 1:36 pm
5	Sergio Cruz	Approve	7/30/25 10:25 am
6	Veronica Van Horn	Approve	8/4/25 9:09 am

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

AMENDMENT TO THE FOOD PREPARATION AGREEMENT

This Amendment is made and entered into by and between Houston Galveston Area Council Agency Area on Aging Providers ("Client"), and TRIO Community Meals, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Food Preparation Agreement (the "Agreement"), effective January 1, 2015;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning October 1, 2025.
2. **Payment Arrangement.** In consideration for services provided to the Client, pricing shall be amended to reflect that Company shall charge the Client as follows:

Average Combined Bulk and Pre plated Daily Meals prepared at TRIO's Houston Central Kitchen	Pre-Plated Congregate and HDM Meal Rates Current	Pre-Plated Congregate and HDM Meal Rates October 1, 2025
1000-1999	$5.94	$6.16
2000-2999	$5.55	$5.76
3000-3999	$5.23	$5.43
4000-4999	$4.92	$5.11
5000-5999	$4.74	$4.92
6000-6999	$4.69	$4.87
7000-7999	$4.67	$4.85
8000 and above	$4.65	$4.83

Meal Type	Rate per Meal Currently	Rate per Meal October 1, 2025
Traditions Frozen Meals 2 Pack	$4.73	$4.88
Shelf Stable for All	$4.12	$4.25
Traditions Frozen Delights Meals 5 packs and 3 packs	$4.52	$4.67

3. **Payment Method.** Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

4. **Future Pricing.** Pricing adjustments shall be made automatically on an annual basis at a rate no less than the greater of three percent (3%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. On the anniversary of the Commencement Date, Company's proposed adjustments shall go into effect.

5. **Change in Conditions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; tariffs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

This Amendment is effective as of October 1, 2025. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

COMPANY: TRIO Community Meals, LLC

Signature: DocuSigned by: John Kirk DB78206A0E0A49A...

Name: John Kirk

Title: President

Date: 7/23/2025

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Helping One Another

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Actions, Inc. of Brazoria County

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Wharton County Junior College – Colorado/Wharton

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Galveston County Senior Citizens

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Chambers County Public Hospital District No. 1

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Economic Action Committee (Bay City)

Signature:_____

Name: _____

Title: _____

Date: _____

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:** 8/4/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Juvenile Justice Center**
5) **Department Contact: Glen Watson - x5904**
6) **Description: MOU for the operation of the Juvenile Justice Alternative Education Program (JJAEP) for the 2025-2026 school year.**

7) **PEID No: 043216**
8) **Req No:**
9) **Orgkey: 2848256157 (GR-0000697)**
10) **Object Code: 5481000**
11) **Vendor: Dickinson Independent School District (DISD)**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: JJAEP - Program P**
14) **Fund #: 2848**
15) **Current Year Budgeted: $75,000**
16) **Current Year Projected: $75,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $75,000**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 8/18/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 8/17/2026
26) **Contract # Issued by Purchasing Department: 231609**

NOTES: HB1295 Not Required

Approval History

Seq #	Approver	Action	Action Date
1	Glen Watson	Approve	8/6/25 4:03 pm
2	Melissa Fleming	Approve	8/6/25 4:28 pm
3	Veronica Van Horn	Approve	8/6/25 5:20 pm
4	Diana Huallpa	Approve	8/7/25 9:24 am
5	Sergio Cruz	Approve	8/7/25 3:55 pm
6	Veronica Van Horn	Approve	8/7/25 4:14 pm

COUNTY OF GALVESTON §

STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This Interlocal Cooperation Agreement and Memorandum of Understanding (MOU) is entered into by, between and among the COUNTY OF GALVESTON (County), the Galveston County Juvenile Board ("Board"), the Dickinson Independent School District, hereafter referred to as "DISD", Clear Creek Independent School District, Friendswood Independent School District, Galveston Independent School District, High Island Independent School District, Hitchcock Independent School District, Santa Fe Independent School District and Texas City Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" are joined for purposes of establishing the respective responsibilities of the Board and the Districts to the other. Nothing herein shall create a direct contractual relationship between the Districts and DISD in its capacity as fiscal agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

WHEREAS Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts to increase their efficiency and effectiveness by the consolidation of administrative functions of government;

WHEREAS, Texas Education Code, Chapter 37, requires the Board to establish a Juvenile Justice Alternative Education Program ("JJAEP") for Galveston County, based on its population;

WHEREAS, such a consolidated effort in the establishment and operation of a JJAEP, is beneficial to both the Board, DISD, and the Districts, as well as the general public; and

WHEREAS, the Board, DISD, and the Districts are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the Board, DISD, and the Districts agree that the educational services of the JJAEP can be administered most efficiently at a centralized location within the geographic boundaries of Galveston County, and the Board desires to engage the DISD to serve as the provider of the educational component of the JJAEP, as permitted by Texas Education Code, Section 37.011(e); and

WHEREAS, the Board, DISD, and the Districts specify that each party paying for the performance of said administrative functions of government shall make those payments from revenues available;

NOW, THEREFORE, it is mutually agreed as follows:

I. OPERATING POLICY

1.01 The Galveston County Juvenile Justice Alternative Education Program (GCJJAEP) shall be subject to a memorandum of understanding developed by the Board in cooperation with the Participating Districts and submitted to the Texas Juvenile Justice Department (TJJD) for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the Parties.

II. PURPOSE OF THE AGREEMENT

2.01 The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department ("TJJD") and operated by DISD, for the Participating Districts' students as permitted by §37.011(e) of the Texas Education Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by Education Code, Section 37.011 and Title 37 of the Texas Administrative Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and Galveston County shall be responsible for funding, only those placements of students expelled from Participating Districts on the basis of conduct for which expulsion is mandatory under Texas Education Code §§37.007(a), (d) and (e).

III. GOVERNANCE

3.01 The Governing Board of the GCJJAEP shall include:

Chairperson: The County Judge of Galveston County shall serve as Chairperson for the GCJJAEP Governing Board. The Chairperson shall be entitled to vote on any tie vote.

Members: (each with one vote)

1. Director of Juvenile Services for Galveston County (or designee);
2. Two (2) Juvenile Judges as named by the Juvenile Board;
3. One (1) designee of Dickinson ISD, the school district serving as Fiscal Agent;
4. One (1) designee of Galveston County Commissioners Court; and
5. Three (3) school district representatives of school districts in Galveston County (Superintendent or designee) as named by Galveston County Superintendent group.

3.02 Meetings. The Governing Board of the GCJJAEP shall meet on the basis of called meetings as deemed appropriate by the Galveston County Judge in order to monitor and adjust the program. Such meetings shall be held at least annually. A minimum of four (4) members shall be required to establish a quorum for such meetings.

3.03 Notice of Meetings. Written notice of the regular meetings of the Governing Board shall be mailed, emailed or delivered to each member not less than five (5) days prior to the date thereof. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called.

3.04 Duties. The activities of the Governing Board shall include, but not be limited to the following:

a. To develop and recommend proposed written operating policies to the Galveston County Juvenile Board ("Board") for approval by the Texas Juvenile Justice Department (TJJD) pursuant to the Texas Education Code §37.011(g), to review the operations, policies, and procedures of the GCJJAEP and to make advisory recommendations to the "Board" regarding such operations, policies, and procedures including suggested changes or amendments thereto;

b. To assist in an advisory capacity in the development of the annual operating budget for the administrative expenses incurred by GCJJAEP;

c. To participate in an advisory capacity in the development of the annual operating budget for the GCJJAEP; to recommend the initial criteria for, and thereafter monitor the Participating Districts' billing and payment schedule for the GCJJAEP; and

d. To facilitate coordination with the Participating Districts to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the GCJJAEP and the subsequent transition back into the school setting.

IV. DUTIES OF DISD

4.01 The Dickinson Independent School District ("DISD") is designated as the situs of the campus of the GCJJAEP and shall provide personnel and services necessary to operate, on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department ("TJJD"), for the Districts' students as permitted by §37.011(e). GCJJAEP instructional staff members shall be employees of DISD and shall be subject to the personnel policies of the DISD ("JJAEP Services"). DISD shall also serve as the Fiscal Agent for the JJAEP upon receipt of funds for program operation.

4.02 As Fiscal Agent for educational purposes, Dickinson ISD shall administer the education program on a day-to-day basis in accordance with Dickinson ISD Board Policies, in consultation with policies promulgated and/or adopted by the governing board of the GCJJAEP. Where GCJJAEP Policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.

4.03 As Fiscal Agent, Dickinson ISD shall prepare the program application and budget; shall disburse program funds applicable to instructional personnel; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.

4.04 DISD shall ensure that all DISD staff assigned to the GCJJAEP, including temporary, seasonal or substitute employees shall have orientation training prior to having contact with students. At a minimum this training, to be provided by the Galveston County Juvenile Justice Department ("GCJJD") without undue delay, shall include:

A. safety and security procedures including, but not limited to, fire drills and the JJAEP's safety disaster plan;

B. child abuse reporting;

C. incident reports;

D. student code of conduct;

E. behavior management program;

F. transporting students, if applicable;

G. crisis intervention;

H. distribution of medication, if applicable;

I. sexual harassment;

J. physical restraint training, if applicable; and

K. requirements for providing services to students with disabilities.

4.05 To the extent that DISD schools are closed due to disaster, flood, extreme weather condition, public health emergency, or other calamity, DISD shall notify the Board, through the person(s) designated below, of emergency closures, and of any waiver(s) relating thereto filed by it on behalf of the GCJJAEP, and provide updates to Participant Districts on the status of any such waivers.

V. FINANCIAL OBLIGATIONS

5.01 The expenses of this program shall be covered pursuant to the Funding Parameters attached hereto as Exhibit "A" to this Agreement.

5.02 Nothing herein shall burden the Fiscal Agent, Galveston County, or any Participating District with the added expense necessary to address or accommodate any particular needs of special education students. The Fiscal Agent and the Participating District from which the student has been expelled will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the sending Participating District, which shall remain responsible for providing its students with a Free and Appropriate Public Education (FAPE) and which shall hold the Fiscal Agent harmless for the provision of such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable Participating Districts. All Parties shall endeavor to comply with each special education student's current Individual Education Plan (IEP) and to facilitate convening IEP meetings.

5.03 Each Participating District shall assume and incur any and all fees and costs, to include attorney's fees in the defense of a special education due process hearing or response to a complaint filed with the State or U.S. Department of Education, or any other litigation filed on behalf of a student with a disability expelled to the GCJJAEP by that Participating District. It is agreed and understood that the Participating District from which a student has been expelled remains at all times responsible for the provision of FAPE to students suspected of or having been identified as students with disabilities for purposes of the IDEA and Section 504 of the Rehabilitation Act.

5.04 Nothing herein shall burden the Fiscal Agent or any Participating District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. This program must be submitted to the TJJD for approval pursuant to Section 37.011 of the TEC, but should additional obligations be deemed required of the County and/or the Board for this program to fully qualify under the statute, the Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

VI. BUDGETING

6.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year. Such budget shall include, without limitation, fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD.

6.02 The Parties concur that regular education services will be delivered by five teachers employed by Dickinson ISD under agreements entitled: Agreement for Educational Services - Transforming Lives Cooperative Day Program 2025-2026; Agreement for Educational Services between Juvenile Board and DISD 2025-2026 School Year; JJAEP Interlocal Agreement and MOU 2025-2026 and, one assistant principal for the coordination of all education services. Total program instructional personnel costs consisting of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of an Assistant Principal, 1/3 of a clerical aid, and 1/5 of a district program administrator shall be included in the educational services budget for the GCJJAEP. Student/teacher ratios are to be maintained between 8 to 1 and 15 to 1. The Parties agree that one or more regular education teacher(s) may be employed by Dickinson ISD at the request of the GCJJAEP and the Galveston County Commissioners Court in the event that GCJJAEP enrollment necessitates the addition of one or more certified full time teacher(s) with all associated cost borne by the County of Galveston. The financial responsibility of each Participating District with regard to funding personnel and related costs is set forth in Exhibit "A" to this Agreement.

6.03 The budget may be amended with concurrence of the Districts and the Galveston County Juvenile Board if program needs change during the year. Nothing herein nor in any juvenile court order shall require the Fiscal Agent or the Galveston County Juvenile Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

VII. ACCOUNTABILITY/ATTENDANCE

7.01 For purposes of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the GCJJAEP shall be reported as if the student were enrolled at the student's campus of residence, in the student's regularly assigned education program, including a special education program, where applicable, in the Participating District of the student's residence. The Participating District of residence for each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the GCJJAEP shall remain the responsibility of the Participating District in which the student resides. Students expelled for conduct resulting in a "mandatory" placement in the GCJJAEP shall be counted as "ineligible" for attendance counting purposes in the Participating District of residence.

7.02 Expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending Participating District of residence shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. In accordance with section 37.011(h) of the TEC, the students assigned to the GCJJAEP resulting from expulsion under Section 37.007(a), (d), or (e) of the TEC are funded through Galveston County TJJD and are ineligible for ADA accounting in the Participating District of residence.

7.03 Unexcused absences of GCJJAEP students subject to an Order of Juvenile Probation, who have been expelled by a Participating District on the basis of a mandatory offense as set forth in Chapter 37 of the Texas Education Code, will be handled through the Galveston County Juvenile Justice Department (Juvenile Justice Department). On the third consecutive day of unexcused absence from the GCJJAEP, the Juvenile Justice Department's Director of Juvenile Services (Director) or the Director's designee shall notify in writing the Participating District of student residence's Superintendent or designee of the student's absence from the program. In accordance with 37 Tex. Admin. Code Section 348.210(d)(3), a student on inactive status for 30 consecutive school days shall be withdrawn from the GCJJAEP immediately following expiration of the 30th consecutive school day, subject to any decision or action by the ARD committee should the student be identified as eligible for special education.

7.04 A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", as identified and set forth in Chapter 37 of the TEC, shall be reassigned to the sending district's alternative education program.

7.05 In the event a student assigned to the GCJJAEP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another school district, the student will remain the responsibility of the original Participating District until the registration/enrollment of the student in another district is completed.

7.06 A mandatory expulsion is one listed in TEC 37.007(a), (d), or (e), as amended.

VIII. COUNTY'S FINANCIAL OBLIGATIONS

8.01 The Galveston County Juvenile Board ("Board") and the County of Galveston shall provide:

A. funding for the education component of all placements as detailed in this Agreement;

B. staffing of juvenile probation officers;

C. supervision officers and other staff, and training thereof;

D. the physical plant necessary for the personal safety and security of all participants and providers of services; and

E. for Galveston County resident students, any and all aspects of any residential component of the GCJJAEP.

IX. ADMINISTRATIVE RESPONSIBILITIES

9.01 Physical plant maintenance, utility expenses and facility standards to comply with the Americans with Disabilities Act relating to the Galveston County Juvenile Justice Center and associated facilities, shall be the responsibility of the County, not Dickinson ISD as the Fiscal Agent nor any other Participating District.

9.02 The County may request the removal of any instructional personnel staff member assigned to the GCJJAEP if the assigned staff member is no longer agreeable to the County because of performance, misconduct or other employment related concerns on the part of County Officials. The Director of Juvenile Services shall so notify the Superintendent of DISD and give the Superintendent in writing the specific reason(s) for the concerns. If upon review of the Director's expressed concerns the Superintendent agrees there are performance or other employment related issues, the Superintendent will timely counsel with the staff member and attempt to have those issues properly addressed within seven school days. If the staff member's performance or other employment related concerns are not corrected to the satisfaction of the County, the Director will again express the reasons for his/ her concern. The Director and the Superintendent will meet and discuss and attempt to reach a consensus on the matter. Instructional personnel shall remain at all times DISD employees and are subject to all DISD Board Policies, procedures and Operating Guidelines, including those governing the employment of said personnel.

X. LIABILITY/TERM

10.01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

10.02 The term of this Agreement shall be for the 2025-2026 school year according to the school calendar of Dickinson ISD.

XI. MEMORANDUM OF UNDERSTANDING

The GCJJAEP Governing Board and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program; and the Parties hereby initiate the following operating policy guidelines:

The daily administration of all aspects of the GCJJAEP other than educational services including the GCJJAEP Code of Conduct, will be conducted by the Juvenile Justice Department under the direction of its Director or the Director's designee. The program will serve all eligible students from eligible Districts.

11.01 **ELIGIBLE STUDENT.** An eligible student is a student who is or was last enrolled in a Participating District located within Galveston County and who currently resides in a Galveston County school district. An exception for placement may be made pursuant to 37.010 (g) when the student's parents have made a residence change into the district/county and court jurisdictional issues have been properly accommodated. The following students shall be eligible to attend the GCJJAEP (provided space is available):

1. Mandatory expelled students under TEC section 37.007 (a), (d), or (e).

2. Students who are under the jurisdiction of the Juvenile Court and are not expelled may be court ordered to receive educational services in the GCJJAEP. A copy of the Court Order shall be provided to the student's home district in order to satisfy Texas Education Agency requirements.

3. Students expelled under TEC section 37.007 (a), (d) or (e) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County, providing that Galveston County Juvenile authorities have agreed to serve the student who resides in Harris County.

4. Students expelled under TEC section 37.0081 (felony offense in Title 5, Penal Code. Not included as a mandatory expulsion pursuant to 37.007 (a)).

5. Students expelled under TEC section 37.309 (removal of registered sex offenders).

6. If GCJJAEP is at capacity and unable to accept an eligible student, the referring district shall provide a virtual instructional option pursuant to TEC 37.0083, and then the student will be placed on a waiting list in the order received. As space becomes available, GCJJAEP will contact districts in order of the list. The district will then determine if placement is still required. If so, the student will be enrolled; if not, the next student on the list will be considered.

11.02 **ADMISSION PROCEDURES**. The Parties agree to comply with the following admission procedures:

A. If placement is initiated by a Participating District's expulsion of a student, the Participating District shall notify the GCJJAEP Program Director or the Director's designee in advance of an expulsion hearing to allow the GCJJAEP and the Participating District to facilitate the student's transition into the GCJJAEP in the event the student is expelled.

B. The Participating District in which the student is or was last enrolled shall provide to the Juvenile Justice Department and the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion. Expulsion conducted pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).

C. Additionally, the Participating District in which the student is or was last enrolled shall provide to Dickinson ISD a copy the following:

- expulsion letter signed by a Participating District official authorized to expel students, confirming that an expulsion hearing meeting the requirements of Chapter 37 of TEC has been afforded; and/or
- a written waiver by the parent of the expulsion hearing (if used);
- "Notification to Galveston County Juvenile Court" form;
- copy of birth certificate or another document suitable as proof of the child's identity and date of birth;
- documentation confirming social security number or state-issued PEIMS number, as applicable;
- divorce decree or court orders showing custody;
- restraining orders, other legal matters pertinent to school;
- immunization and health records;
- application for Free and Reduced Lunch Program or information on student's status;
- attendance record;
- disciplinary reports;
- withdrawal/transfer grades in each subject;
- current year's grade reports (progress reports, report cards);
- Confidential Student Report for most recent state assessment scores (STAAR, EOC, TELPAS);
- 504 paperwork and accommodation plan, if applicable;
- Special Services paperwork, if applicable;
- LPAC and other ESL/bilingual paperwork, if applicable; and
- Transcript, and for high school students only – personal graduation plan.

D. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081 or applicable court order. The Participating District shall provide required notice not later than the second business day after the date an expulsion hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04. The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code. As required by TEC Section 37.010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion.

E. If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation.

   a. If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Student Code of Conduct. The Assistant District Attorney will request a court date as soon as practicable and the Court will be requested to consider the amendment of the Order.

   b. If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct, subject to approval by the Juvenile Judge.

F. If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision. If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval.

G. Each Participating District will determine the length of time that each student will be enrolled at the JJAEP. Each Student will be assigned a program based on performance and behavior that includes earning points for expected behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the Participating District prior to a student being returned to that campus. Whenever possible, GCJJAEP will release the student at the end of the sending District's grading period. If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests. No student shall be released during the last week of the Participating District's semester.

H. Prior to the completion of the student's placement in the GCJJAEP, the program's probation officer will coordinate with the program administrator to contact the campus of record to initiate the student's transfer back to the student's home campus. The probation officer will assist in obtaining any information for the home campus and briefly monitor the student's progress upon the student's return.

I. The probation officer will conduct an admission conference with the student and a parent or guardian to review all the GCJJAEP requirements and answer any questions on the first day of attendance.

J. Juvenile Justice Department personnel will advise parent(s) or guardian(s) to schedule a physical examination for the student through the Juvenile Justice Department. The student may be admitted to the program prior to completion of the physical exam but will not participate in the physical training aspect of the program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen. The form for the physical shall be as in Addendum 3 to this Agreement.

K. Transportation of students attending the JJAEP will be the responsibility of the home school district or the student's parents at the sole discretion of the home school district. Neither the JJAEP, nor the Educational Fiscal Agent are responsible for transportation of students attending the JJAEP Program.

L. As required under TEC 37.011(b)(4), GCJJAEP shall provide timely educational services in the GCJJAEP to all expelled students (including adult students 18 years of age or older) for which expulsion is required under Section 37.007(a), (d) or (e), regardless of the student's age or whether the juvenile court has jurisdiction over the student.

11.03 The GCJJAEP shall have its own Student Code of Conduct (Code of Conduct). The Texas Association of School Boards (TASB) model code of conduct shall be the basis for the Code of Conduct, with such modifications/additions, as the Governing Board deems appropriate. All modifications/additions shall be approved by the Governing Board.

Each District shall provide the Juvenile Justice Department with current copies of their respective Student Codes of Conduct. In the event a District amends its existing Student Code of Conduct, the District shall, within three days following action taken by the Board of Trustees of the District to approve the amendment, provide a copy of the Student Code of Conduct as amended to the Juvenile Justice Department. Each District's Student Code of Conduct shall be available for public inspection at the referring school at all times that the school is open. Additionally, each District's Student Code of Conduct shall be available for public inspection at the Juvenile Justice Department at all times that the Jerry J. Esmond Juvenile Justice Center is open.

11.04 Each student shall be provided an educational progress/ facilitation plan. GCJJAEP educational staff and administration shall review the student's academic progress at regular intervals through the issuance of progress reports and report cards. In the case of a high school student, the GCJJAEP administrator of the education component, with the students parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. FAPE remains the responsibility of the sending school district. DISD will confer with the sending school district, as necessary, to share data and consult with the LEA to enable sending districts to meet federal requirements.

Responsibility for the administration of all educational testing rests with the educational component administrator and the student's home campus as outlined by the TEA Division of Testing and Accountability and Texas Administrative Code section 348.208(d)(4). Responsibility for any other type of assessment and identification of educational status and need rest with the sending District. Responsibility for the timely submission of pre and post-testing as required by TJJD rest with Galveston County.

Identified special education students shall be provided required services (as set forth in their IEP) with the sending District bearing any additional cost that is over and above the regular cost of program services for all participants. Administration of any and all related services and speech therapy is the responsibility of the sending Participating District, which also assumes responsibility for the provision of FAPE. Administration of the services for Limited English Proficiency (LEP) students is the responsibility of the sending Participating District.

11.05 The Parties agree that the (1) Order requiring student participation in the JJAEP program, and (2) the Student Code of Conduct of the sending District shall be incorporated into each student's case file prior to admission. The Parties further agree that no student shall be exempted from any requirement set forth in those documents unless specifically modified by a special education IEP committee document or section 504 Accommodation Plan. The Student Code of Conduct sets forth staff expectations of students and proper disciplinary actions for violations of that Code.

11.06 **PLACEMENT OF STUDENTS WITH DISABILITIES.**

A. The placement into the JJAEP of a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. Section 1400 et seq.), the IDEA's implementing federal regulations, and state law and regulations regarding the discipline of students with disabilities.

B. A Participating District may expel a student who has been identified as an eligible student with a disability under the Individuals with Disabilities Education Act (IDEA) or a qualified student under Section 504 of the Rehabilitation Act of 1973 (504) only after (1) a duly constituted Admission Review and Dismissal (ARD) or 504 committee

determines that the alleged misconduct is not a manifestation of the student's disability/ies, and (2) the Participating District has complied with all other requirements as set forth in state and federal law regarding the discipline of students generally and the discipline of students with disabilities, specifically, including but not limited to the ARD or 504 committee determining what services, if any, are required to provide the student with a free, appropriate public education in the GCJJAEP as defined by law.

C. The Participating District from which the special education student was expelled, whether for mandatory or permissive expulsion under Chapter 37 of the Texas Education Code, shall provide the administrator of the GCJJAEP or the administrator's designee with advance written notice a reasonable time prior to the meeting of a student's ARD or Section 504 committee to discuss the student's expulsion. A representative of the GCJJAEP may, at the election of the GCJJAEP and/or its Fiscal Agent if different from the GCJJAEP, participate in the meeting as a non-consensus member to the extent that the meeting relates to the student's placement in the GCJJAEP.

D. The referring Participating District in which a student resides shall maintain the full responsibility to provide special education services, including related services, to eligible students under the Individuals with Disabilities Education Act. The GCJJAEP shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The cost of any special education services provided to students by GCJJAEP shall be borne by the referring Participating District with the responsibility to provide the services. The Participating District may make such services available in conjunction with the GCJJAEP or at a separate time and location, at the discretion of the referring, Participating District. If the referring Participating District elects to make special education services available to the student in conjunction with the time the Student is at the GCJJAEP, the referring Participating District shall cooperate with the GCJJAEP to minimize disruption of the JJAEP.

E. GCJJAEP teachers employed by the Fiscal Agent will issue progress reports for all students at the mid-point of each grading period. Required progress monitoring and reporting on any IDEA eligible student's IEP shall be the responsibility of the referring Participating District for that student, in consultation with the GCJJAEP teacher.

11.07 **SUSPECTED DISABILITY.** If a student assigned to the GCJJAEP is suspected of having a disability for which the student would be eligible for services under the IDEA, the GCJJAEP Administrator or Administrator's designee, will inform the sending Participating District of such suspicion immediately, and the Participating District's Child Find procedure will be initiated to resolve whether a special education referral and evaluation is warranted. Similarly, if a student assigned to the GCJJAEP is suspected of having a physical or mental impairment that substantially limits a major life activity, the GCJJAEP Administrator or

Administrator's designee will inform the sending Participating District of such suspicion immediately for decision on any further required evaluation or action. The sending Participating District remains solely responsible for all required Notices, Assurances, and any other Procedural Safeguards to which the student and his/her parents are entitled. However, GCJJAEP staff will assist with contributing to the necessary referral documents if requested.

11.08 **BACKGROUND CHECKS**. Any staff member assigned to or providing services on-site at the GCJJAEP who will or may have direct contact with students shall submit to a criminal history record check and fingerprinting in accordance with 37 Tex. Admin. Code Section 348.106(d). Employment by the GCJJAEP or the right to provide direct services on the campus of the GCJJAEP is expressly contingent upon the completion and return of acceptable results of criminal history checks.

11.09 **IMMUNITY.** Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Texas Education Code, § 37.011(o).

11.10 **SUPPLEMENTARY PROGRAM FUNDING.** Each Participating District hereby agrees to allow the Fiscal Agent to submit a grant application for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Any such funds received from the State shall be utilized to offset educational expenses of County and Participating Districts, including the Fiscal Agent, and any remaining funds may be used for expansion and improvement of the GCJJAEP.

11.11 **INSPECTION OF RECORDS.** Upon request, all public records of DISD as the Fiscal Agent that are created and maintained pursuant to the Fiscal Agent's satisfaction of its obligations under this Agreement shall be made available for inspection at any time mutually convenient to the Fiscal Agent and the requesting party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said records.

11.12 **EQUAL EMPLOYMENT POLICIES.** DISD as the Fiscal Agent affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities.

11.13 **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and shall take the place of any prior understandings, written or oral agreements. This Agreement consists of both an Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program, along with a statement of Funding Parameters attached hereto as Exhibit "A".

11.14 **SEVERABILITY.** If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

11.15 **TERM and EFFECTIVE DATE.** This Agreement is effective August 1, 2025, and shall remain in effect through July 31, 2026. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2026. In the absence of a revision, this Agreement shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify, or repeal the entire document or any portion thereof.

[Remainder of page intentionally left blank]

This Agreement is hereby EXECUTED IN MULTIPLE ORIGINALS (10), as authorized by the County of Galveston by action of the Commissioners Court on the 14 day of July, 2025, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2025, and by each of the other Participating Member Districts by action on dates as indicated below, to be effective the 1st day of August, 2025.

GALVESTON COUNTY COMMISSIONERS COURT

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
(as Fiscal Agent and as a Participating District)

By: _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

_____

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
06/23/25

By: Karen Engle

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
07/14/25

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
06/20/25

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
06/16/25

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
06/26/25

By: Patrick M. Faour

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
08/07/25

By: Kevin Bott
Kevin Bott (Aug 7, 2025 16:26:52 CDT)

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
07/08/25

By: Dr. Melissa Duarte

EXHIBIT "A"

GALVESTON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
(GCJJAEP)
***
FUNDING PARAMETERS

FUNDING:

1. For the 2025-2026 school year, the Galveston County Juvenile Justice Center will educate students residing in Participating Districts located within Galveston County who are expelled due to a mandatory expulsion or student placement pursuant to Texas Education Code (TEC) 37.0081(g) and TEC 37.309(b). Mandatory expulsions are defined as those expulsions for offenses described in Section 37.007 (a), (d), or (e) of the TEC, funded by the allocation to Galveston County from the State through the Texas Juvenile Justice Department (TJJD) for that purpose. The entire cost of educating students identified as having committed an offense specifically set forth in Section 37.007 (a), (d), or (e) of the TEC shall be solely borne by Galveston County. It is further agreed and understood that expelled students covered by this paragraph are ineligible to be counted, for purposes of student attendance accounting and corresponding funding, by their Participating District of residence.

2. The entire cost of educating students identified as having committed an offense specifically set forth in Sections 37.0081(g) and TEC 37.309(b)(1) of the TEC, or other discretionary placements, shall be solely borne by the Participating District of residence for such students.

Additional Considerations

1. Average Daily Attendance (ADA) or other funding allotment, if any, that the Fiscal Agent District receives for a student placed at the GCJJAEP by any Participating District may be deducted, at the sole discretion of the Fiscal Agent, from the overall cost in determining net cost to the County.

2. Grant funds awarded to any Participating District, which in the determination of the Participating District to which the grant is awarded can be applied to lower costs for services provided to a student placed at the GCJJAEP, shall be applied to reduce net cost to the County for that student's placement in the GCJJAEP.

3. Galveston County shall be solely responsible for payment of all wages and any other costs related to the employment of Galveston County Juvenile Justice Department personnel. Galveston County further shall provide the physical plant, breakfast and lunch for all students,

and for costs incurred by the GCJJAEP for any non-educational matter not otherwise specified in this Agreement.

4. Galveston County shall pay Fiscal Agent District, identified herein as Dickinson ISD, fifty percent (50%) of all annual projected operating costs as a fixed-rate cost based on the proposed number of personnel identified by the Fiscal Agent for implementation of the GCJJAEP program for the Fiscal Year. All personnel are and shall be employees of the Fiscal Agent, currently Dickinson Independent School District (DISD), and are subject to the Board Policies and employment expectations of the Fiscal Agent District. Annual operating costs are defined as those costs associated with the hiring, retention, maintenance, salary, and provision of benefits to employees identified in this paragraph and shall be paid by the County on the following schedule:

On or after September 1, but not later than October 1 of each year for which this Agreement remains in force:

- 1/2 of annual operating costs for two teachers appropriately certified to provide instruction in the State of Texas for the area and grade levels assigned;
- 1/3 of annual operating costs for one assistant principal;
- 1/3 of annual operating costs for one clerical aid, 1/5 of annual operating costs for one program administrator appropriately certified in the State of Texas to oversee and manage the GCJJAEP program; and
- Any other annual operating costs incurred by Dickinson ISD as Fiscal Agent for one or more additional teacher(s) certified to provide instruction in the State of Texas for the area and grade levels assigned upon the request of the GCJJAEP and Galveston County Commissioners Court pursuant to paragraph 6.02 of this Agreement.

Thereafter, the balance of all annual operating costs up to the 50% cap owed shall be paid by Galveston County to the Fiscal Agent District. The balance shall be determined on the basis of actual operating costs for the Fiscal Year, less any reimbursement grants, ADA or other proceeds received for the operation of the GCJJAEP to reimburse for such costs, as determined by the Fiscal Agent and invoiced in June of the same Fiscal Year to the County by the Fiscal Agent District.

5. Galveston County (County) has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for each program. Instructional personnel shall comply with County's procurement procedures for the acquisition of instructional materials using the fund budged by the County. Fiscal Agent Dickinson ISD may supplement those funds for materials and supplies, at its discretion, but will not be reimbursed by the County for supplemental expenses, if any, without express approval by the County.

6. The T1 data circuit as provided by the County through Southwestern Bell or other service provider at the juvenile facility will be billed to and paid by the County.

7. If a student has been court-ordered to attend the GCJJAEP, the County shall be responsible for funding such placements contingent upon (1) confirmation that the placement is pursuant to the mandatory expulsion provisions under Chapter 37 of the Texas Education Code, and (2) the student has in fact been expelled by the Participating District.

8. Galveston County shall be responsible for (1) compensation and other costs associated with the employment of Galveston County Juvenile Justice personnel assigned to work or to provide services on site at the GCJJAEP, (2) provision and maintenance of the physical plant in which the GCJJAEP is located, (3) provision of breakfast and lunch meeting all USDA Nutritional Requirements applicable to public school districts to all students assigned to GCJJAEP by a Participating District, and (4) ancillary matters in support of the operation of the GCJJAEP program for assigned students assumed as reasonable costs.

9. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to (1) TEC section 37.0081 (Students found by the Participating District referring the student to have committed a felony offense identified under Title 5 of the Texas Penal Code), and (2) students expelled to the GCJJAEP pursuant to TEC section 37.309 (placement of registered sex offenders), provided space is available as determined by the GCJJAEP. Participating Districts shall reimburse Galveston County for the provision of services provided under this Agreement, and pursuant to 37.0081(g), the total reimbursement to the County by all Participating Districts shall not exceed actual costs incurred each instructional day per student during that period that the student is assigned to the GCJJAEP. It is agreed and understood that each Participating District shall be obligated to reimburse Galveston County in an amount proportionate to the number of students expelled from that Participating District pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309(b). Each Participating District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County not later than August 19, 2025.

2025-2026 JJAEP MOU

2025-08-20

Final Audit Report

Created:	2025-08-20
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgCRNGbFBPXJ8QuZaluAJAHCZxDZ8UH

"2025-2026 JJAEP MOU" History

Document created by Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
2025-08-20 - 1:31:21 PM GMT

Document emailed to Matthew Neighbors (matthewneighbors@glsd.org) for signature
2025-08-20 - 1:31:29 PM GMT

Email viewed by Matthew Neighbors (matthewneighbors@glsd.org)
2025-08-20 - 1:32:01 PM GMT

Document e-signed by Matthew Neighbors (matthewneighbors@glsd.org)
Signature Date: 2025-08-20 - 1:33:16 PM GMT - Time Source: server

Agreement completed.
2025-08-20 - 1:33:16 PM GMT

Adobe Acrobat Sign

JJAEP -SIGNED

Final Audit Report

2025-08-25

Created:	2025-08-24
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzCMG6UpbCos1kJ-I2GBaF-EzbNJB2VKK

"JJAEP -SIGNED" History

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2025-08-24 - 3:49:51 PM GMT

Document emailed to David Walker (dwalker@highislandisd.com) for signature
2025-08-24 - 3:49:55 PM GMT

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2025-08-25 - 6:44:59 PM GMT

Document e-signed by David Walker (dwalker@highislandisd.com)
Signature Date: 2025-08-25 - 6:45:28 PM GMT - Time Source: server

Agreement completed.
2025-08-25 - 6:45:28 PM GMT

Adobe Acrobat Sign

JJAEP -SIGNED

Final Audit Report 2025-08-25

Created:	2025-08-25
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw2bnSlMwTlJlVn178XFF_JS0CZ47-O7g

"JJAEP -SIGNED" History

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2025-08-25 - 8:04:52 PM GMT

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2025-08-25 - 8:04:58 PM GMT

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2025-08-25 - 8:21:40 PM GMT

Document e-signed by Karen Engle (kengle@ccisd.net)
Signature Date: 2025-08-25 - 8:21:55 PM GMT - Time Source: server

Agreement completed.
2025-08-25 - 8:21:55 PM GMT

Adobe Acrobat Sign

JJAEP -SIGNED

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV58WaNf8PkWhQwg5npu9ke79qYnTg74h

"JJAEP -SIGNED" History

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2025-06-26 - 2:56:52 PM GMT

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2025-06-26 - 2:57:00 PM GMT

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2025-06-26 - 5:05:49 PM GMT

Signer Patrick Faour (pfaour@hitchcockisd.org) entered name at signing as Patrick M. Faour
2025-06-26 - 5:22:50 PM GMT

Document e-signed by Patrick M. Faour (pfaour@hitchcockisd.org)
Signature Date: 2025-06-26 - 5:22:52 PM GMT - Time Source: server

Agreement completed.
2025-06-26 - 5:22:52 PM GMT

Adobe Acrobat Sign

JJAEP -SIGNED

Final Audit Report 2025-07-10

Created:	2025-07-09
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcK1ViAWN0-fTj8B20s08vqV2sN0ODuxA

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2025-07-09 - 7:31:16 PM GMT

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2025-07-09 - 7:31:23 PM GMT

Email viewed by mduarte@tcisd.org
2025-07-10 - 0:54:56 AM GMT

Signer mduarte@tcisd.org entered name at signing as Dr. Melissa Duarte
2025-07-10 - 0:55:26 AM GMT

Document e-signed by Dr. Melissa Duarte (mduarte@tcisd.org)
Signature Date: 2025-07-10 - 0:55:28 AM GMT - Time Source: server

Agreement completed.
2025-07-10 - 0:55:28 AM GMT

Adobe Acrobat Sign

JJAEP -SIGNED

Final Audit Report 2025-07-15

Created:	2025-07-15
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5VSEKR-FSvkoqC36wHa7KPCT6nl-G0Ff

"JJAEP -SIGNED" History

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2025-07-15 - 7:29:45 PM GMT

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2025-07-15 - 7:29:56 PM GMT

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2025-07-15 - 7:42:30 PM GMT

Document e-signed by Tammy Locklear (tlocklear@fisdk12.net)
Signature Date: 2025-07-15 - 7:43:11 PM GMT - Time Source: server

Agreement completed.
2025-07-15 - 7:43:11 PM GMT

Adobe Acrobat Sign

JJAEP -SIGNED

Final Audit Report 2025-07-16

Created:	2025-07-16
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIhjN9ctErDXsk5OSFD5MCbhLmGWCzvpm

"JJAEP -SIGNED" History

Document created by Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
2025-07-16 - 7:13:27 PM GMT

Document emailed to Rebecca Brown (rebecca.brown@dickinsonisd.org) for signature
2025-07-16 - 7:13:34 PM GMT

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2025-07-16 - 7:24:57 PM GMT

Document e-signed by Rebecca Brown (rebecca.brown@dickinsonisd.org)
Signature Date: 2025-07-16 - 7:25:23 PM GMT - Time Source: server

Agreement completed.
2025-07-16 - 7:25:23 PM GMT

Adobe Acrobat Sign

JJAEP -SIGNED

Final Audit Report 2025-08-07

Created:	2025-07-30
By:	Victoria Lira (Victoria.Lira@galvestoncountytx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3ZRVDoYT31YV3zjK7a3b1umUpTt6xTMD

"JJAEP -SIGNED" History

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2025-07-30 - 1:40:17 PM GMT

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2025-07-30 - 1:40:25 PM GMT

Email viewed by Kevin Bott (kevin.bott@sfisd.org)
2025-08-07 - 9:26:23 PM GMT

Document e-signed by Kevin Bott (kevin.bott@sfisd.org)
Signature Date: 2025-08-07 - 9:26:52 PM GMT - Time Source: server

Agreement completed.
2025-08-07 - 9:26:52 PM GMT

Adobe Acrobat Sign

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Consideration of authorizing the County Judge to sign O'Haver Contractors Certificate of Substantial Completion for Galveston County Road & Bridge Facility submitted by Facilities

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/5/25 6:01 pm
2	Dianna Martinez	Approve	8/6/25 10:18 am

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* 419198 Galveston County Road & Bridge Dept. Facilities 5115 TX-3 Dickinson, TX 77550	**CONTRACT INFORMATION:** Contract For: General Construction Date: 11/18/2021	**CERTIFICATE INFORMATION:** Certificate Number: 002 Date: 02/19/2025
OWNER: *(name and address)* Galveston County 722 Moody Ave, 6th Floor Galveston, TX 77550	**ARCHITECT:** *(name and address)* Page Southerland Page, Inc. 1100 Louisiana, Suite One Houston, TX 77002	**CONTRACTOR:** *(name and address)* O'Haver Contractors 12831 O'Connor Road San Antonio, TX 78233

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Phase 2 and Phase 3

Page Southerland Page, Inc		Walter Cicack, AIA Senior Project Architect	02/16/2025
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
The attached punch list reports which cite the following deficiencies to be remediated:

O'Haver Punch List, dated 03/27/2025:
#37 - Resolve EVO fuel monitoring issues.
#59 - Install 6 button gate release panel.

Full project as-built documents as required by the contract document specifications.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $7,000

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Owner shall assume responsibility for security, maintenance, heat, utilities and damage to work not caused by the Contractor or its subcontractors. Owner shall be responsible for property insurance. All other Contractor insurance shall remain in effect as required by the construction contract.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

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User Notes: (3B9ADA4C)

O'Haver Contractors	Donald R. O'Haver II	DONALD R. O'HAVER II	5/19/2025
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Galveston County			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes:
(3B9ADA4C)

OHaver Contractors

12831 O'Connor Rd.

San Antonio, TX 78233-5501

Phone:210-590-2889
Fax: 210-798-3187

TRANSMITTAL

No. 00109

PROJECT: Galveston Road and Bridge Facility

DATE: 07/14/2025

TO: County of Galveston
5115 TX-3
Dickinson, TX 77539

REF: Consent of Surety to Final Payment
Embossed Original

ATTN: Lee Crowder

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
☐ Shop Drawings	☐ Approval	☐ Approved as Submitted
☐ Letter	☐ Your Use	☐ Approved as Noted
☐ Prints	☑ As Required	☐ Returned After Loan
☐ Change Order	☐ Review and Comment	☐ Resubmit
☐ Plans		☐ Submit
☐ Samples	SENT VIA:	☐ Returned
☐ Specifications	☑ Attached	☐ Returned for Corrections
☑ Other: Close Out Documents	☐ Separate Cover Via:	☐ Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
01	01	07/11/2025				Embossed Original Consent of Surety to Final Payment (AIA G707)	APP
02	02	07/14/2025				AIA G706 Contractors Affidavit of Payment of Debts and Claims	NEW
03	02	07/14/2025				AIA G706A Contractor's Affidavit of Release of Liens	NEW
04	02	07/14/2025				Contractor's Conditional Waiver & Release on Final Payment of Retainage	NEW
05	02	07/14/2025				Subcontractor's Conditional Waiver & Release on Final Payment	NEW

Remarks: Attached are two packages that each include items # 2, 3, 4, and 5.
We have also included one embossed original AIA G707 Consent of Surety to Final Payment.

Signed Lori Reynolds
Lori Reynolds

CC: Contractor File
Vault

Primavera ®

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. EACX4015538

OWNER	☒
ARCHITECT	☒
CONTRACTOR	☒
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

County of Galveston, Texas
722 Moody Avenue
Galveston, TX 77550

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Road and Bridge Facility Rebuild

CONTRACT DATED: January 25, 2021

PROJECT:
(Name and address)

Galveston Road and Bridge Facility Rebuild
Job No. Contract No. CM20306

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

, SURETY,

on bond of
(Insert name and address of Contractor)

The O'Haver Company, ltd.
dba O'Haver Contractors
12831 O'Connor Rd.
San Antonio, TX 78233-5501

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

County of Galveston, Texas
722 Moody Avenue
Galveston, TX 77550

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 11, 2025
(Insert in writing the month followed by the numeric date and year.)

Endurance Assurance Corporation
(Surety)

(Signature of authorized representative)

Attest: Debra Robinson
(Seal): Debra Robinson, Witness

Neira Hernandez, Attorney-in-Fact
(Printed name and title)

CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

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SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

11510

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Brady K. Cox, Brent Baldwin, Brock Baldwin, Cynthia Alford, John A. Aboumrad, Kristi Dale, Neira Hernandez, Russ Frenzel, William D. Baldwin, Yamillec Ramos**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel	By: Richard Appel; SVP & Senior Counsel	By: Richard Appel; SVP & Senior Counsel	By: Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor Notary Public – My Commission Expires 3/9/27

AMY TAYLOR NOTARY PUBLIC STATE OF TENNESSEE NOTARY PUBLIC

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 11th day of July, 2025

By: Daniel S. Luce, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	☒
ARCHITECT	☒
CONTRACTOR	☒
SURETY	☐
OTHER	☐

TO OWNER: *(Name and address)* County of Galveston, Texas
722 Moody Avenue
Galveston, TX 77550

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Road & Bridge Facility Rebuild

PROJECT: *(Name and address)* Galveston Road & Bridge
Facility Rebuild
Job No. Contract No. CM20306

CONTRACT DATED: January 25, 2021

STATE OF: Texas
COUNTY OF: Bexar

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None

NOTARY PUBLIC STATE OF TEXAS
Lori A. Reynolds
Notary Public, State of Texas
Comm. Expires 04/19/2028
Notary ID 6215311

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

   Indicate attachment: ☒ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)* The O'Haver Company, Ltd.
dba O'Haver Contractors
12831 O'Connor Rd.
San Antonio, TX 78233-5501

BY: Donald R. O'Haver II
(Signature of authorized representative)

Donald R. O'Haver II
(Printed name and title)

Subscribed and sworn to before me on this date: July 14, 2025

Notary Public: Lori A. Reynolds

My Commission Expires: 04-19-2028

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AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
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INSTRUCTION SHEET

FOR AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

A. GENERAL INFORMATION

1. Purpose

This document is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under "EXCEPTIONS" in the document. G706 is typically executed as a condition of final payment.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. G706 also requires the attachment of several supporting documents, including G706A, Contractor's Affidavit of Release of Liens, and G707, Consent of Surety to Reduction in or Release of Retainage.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G706, but only for use in connection with a particular project. Further reproductions are prohibited without the express permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including construction management, interiors and design/build.

C. COMPLETING THE G706 FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

AFFIDAVIT: Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None". It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

SUPPORTING DOCUMENTS: The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

D. EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER	☒
ARCHITECT	☒
CONTRACTOR	☒
SURETY	☐
OTHER	☐

TO OWNER: *(Name and address)* County of Galveston, Texas
722 Moody Avenue
Galveston, TX 77550

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Road & Bridge Facility Rebuild

PROJECT: *(Name and address)* Galveston Road & Bridge
Facility Rebuild
Job No. Contract No. CM20306

CONTRACT DATED: January 25, 2021

STATE OF: Texas
COUNTY OF: Bexar

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)* The O'Haver Company, Ltd.
dba O'Haver Contractors
12831 O'Connor Rd.
San Antonio, TX 78233-5501

BY: Donald R. O'Haver II
(Signature of authorized representative)

Donald R. O'Haver II
(Printed name and title)

Lori A. Reynolds
Notary Public, State of Texas
Comm. Expires 04/19/2028
Notary ID 6215311

Subscribed and sworn to before me on this date: July 14, 2025

Notary Public: Lori A. Reynolds

My Commission Expires: 04-19-2028

CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

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INSTRUCTION SHEET

FOR AIA DOCUMENT G706A, CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, G706A is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G706A, but only for use in connection with a particular project. Further reproductions are prohibited without the express permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

C. COMPLETING THE G706A FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

AFFIDAVIT: Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None". It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

SUPPORTING DOCUMENTS: The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

D. EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
The O'Haver Company, Ltd. dba O'Haver Contractors

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT OF RETAINAGE

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7300.00000**
Through the Period: **February 28, 2025 (Retainage only)**

On receipt by the signer of this document of a check from **County of Galveston** in the **One Hundred Sixty Thousand Eight Hundred Ninety Eight and 59/100** Dollars **($160,898.59) retainage only,** payable to **The O'Haver Company, Ltd. dba O'Haver Contractors** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This waiver and release does not include Contractor's claim of $1,034,582.00 plus late payment interest and attorney's fees.

This release covers the final retainage payment only to the signer for all labor, services, equipment, or materials furnished to the property or to **County of Galveston**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: _____

BY: Donald R. O'Haver II
Signature

DONALD R. O'HAVER II
Printed Name

The O'Haver Company, Ltd. dba
O'Haver Contractors
General Contractor

President
Title

STATE OF: TEXAS
COUNTY OF: BEXAR

SUBSCRIBED AND SWORN to before me this 14th day of JULY 2025

(SEAL)

Lori A. Reynolds
Notary Public, State of Texas
Comm. Expires 04/19/2028
Notary ID 6215311

Lori A. Reynolds
Notary Public

RECEIVED
JUN 05 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
Backwater Fence, LLC.

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00026A**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Seven Thousand Five Hundred Sixty-Nine and 80/100** Dollars **($7,569.80)** payable to **Backwater Fence, LLC** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 6/4/25

BY: _____
Signature

Backwater Fence, LLC.
Subcontractor/Supplier

Roy Jageman
Printed Name

CFO
Title

STATE OF: TX

COUNTY OF: Harris

SUBSCRIBED AND SWORN to before me this 4 day of June, 20 25

(SEAL)

BRITTNEY READ
Notary Public, State of Texas
Comm. Expires 09-30-2028
Notary ID 132703662

Brittney Read
Notary Public

RECEIVED
JUN 02 2025
O'HAVER

Galveston County Road & Bridge Facility Rebuild
F.W. Walton, Inc.

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: Galveston County Road & Bridge Facility Rebuild
Contract: **141.7300.00006**
Thru the Period: **January 31, 2025**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the sum of Fourteen-thousand, one hundred, thirty-nine 65/100 Dollars **($14,139.65)** payable to **F.W. Walton, Inc.** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **County of Galveston** (owner) located at **5115 TX-3, Dickinson, TX 77539** (location) to the following extent: Construction of Galveston County Road & Bridge Facility Rebuild.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 5/29/2025

BY: _____ **F.W. Walton, Inc.**
Signature — Company

James A. Narvaez — Treasurer
Printed Name — Title

STATE OF: **Texas**
COUNTY OF: **Harris**

SUBSCRIBED AND SWORN to before me this 29th day of May, 2025

(SEAL)

MELISSA L STEVENSON
ID #132768181
My Commission Expires
October 30, 2026

_____
Notary Public

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
JL Floyd Electrical Services

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00013**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Forty-Nine Thousand Six Hundred Eighty-Six and 55/100** Dollars **($49,686.55)** payable to **JL Floyd Electrical Services** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild,** except for pending delay claims and price escalation claims, JL Floyd Electrical's PCOs 59, 92, and 103 and litigation.
This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 06/02/2025

BY: _____
Signature

JL Floyd Electrical Services
Subcontractor/Supplier

Jeffrey L Floyd
Printed Name

President
Title

STATE OF: Texas
COUNTY OF: Galveston

SUBSCRIBED AND SWORN to before me this 2nd day of June, 2025

(SEAL)

_____
Notary Public

REBECCA LYNN DUKE
Notary Public, State of Texas
Comm. Expires 11-15-2027
Notary ID 132254736

RECEIVED
JUN 02 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
Houston Window Fashions, Inc.

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00089**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Five Hundred Eleven and 75/100** Dollars **($511.75)** payable to **Houston Window Fashions, Inc.** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 5/29/2025

BY: _____
Signature

Eric Land
Printed Name

Houston Window Fashions, Inc.
Subcontractor/Supplier

President
Title

STATE OF: Texas
COUNTY OF: Harris

SUBSCRIBED AND SWORN to before me this 29th day of May, 2025

(SEAL)

JERILYN VAN REGENMORTER
Notary ID #134550350
My Commission Expires
September 12, 2027

_____
Notary Public

RECEIVED
JUN 02 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
San Antonio Tile, Inc.

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00033**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Two Thousand Eight Hundred Forty-Three and 03/100** Dollars **($2,843.03)** payable to **San Antonio Tile, Inc.** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 05/28/2025

BY: _____
Signature

Yosef T Fuller
Printed Name

San Antonio Tile, Inc.
Subcontractor/Supplier

President
Title

STATE OF: TEXAS
COUNTY OF: BEXAR

SUBSCRIBED AND SWORN to before me this 28th day of May, 20 25

(SEAL)

_____
Notary Public

RECEIVED
JUN 05 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
Systems Painters & Drywall

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00010**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Two Thousand Nine Hundred Seventy-Eight and 10/100** Dollars **($2,978.10)** payable to **Systems Painters & Drywall** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 06/04/2025

BY: _____
Signature

Systems Painters & Drywall
Subcontractor/Supplier

Janet Newbill
Printed Name

AVP / Controller
Title

STATE OF: Texas
COUNTY OF: Colorado

SUBSCRIBED AND SWORN to before me this 4 day of June, 20 25

(SEAL)

Brenda Palomares
Notary Public

Brenda Lluvia Palomares
My Commission Expires
4/24/2029
Notary ID126881096

RECEIVED
JUN 03 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
Texas Eco Pavers, LLC.

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00008**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Fifteen Thousand Seven Hundred Fifty and 00/100** Dollars **($15,750.00)** payable to **Texas Eco Pavers, LLC.** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 6/3/25

BY: _____
Signature

Derek Schultz
Printed Name

Texas Eco Pavers, LLC.
Subcontractor/Supplier

Project Manager
Title

STATE OF: Texas
COUNTY OF: Harris

SUBSCRIBED AND SWORN to before me this 3rd day of June, 2025

(SEAL)
WESLEY STANTON BRAY
Notary Public, State of Texas
Comm. Expires 10-01-2028
Notary ID 132706589

_____
Notary Public

RECEIVED
JUN 02 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
Texas Overhead Door Co., Inc.

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00015**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Twelve Thousand Five Hundred Eighty-Eight and 85/100** Dollars **($12,588.85)** payable to **Texas Overhead Door Co., Inc.** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 5/29/25

BY: _____
Signature

Eric Fletcher
Printed Name

Texas Overhead Door Co., Inc.
Subcontractor/Supplier

President
Title

STATE OF: Texas
COUNTY OF: Johnson

SUBSCRIBED AND SWORN to before me this 29 day of May, 2025

(SEAL)

Linsey Jones
Notary Public

LINSEY DAWN JONES
Notary ID #130067489
My Commission Expires
January 5, 2027

RECEIVED
JUN 02 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
Texas Underground Utilities

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00003**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Twenty-Six Thousand Five Hundred Thirty and 26/100** Dollars **($26,530.26)** payable to **Texas Underground Utilities** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 05/30/25

BY: Elizabeth Lugo
Signature

Texas Underground Utilites
Subcontractor/Supplier

ELIZABETH LUGO
Printed Name

PRESIDENT
Title

STATE OF: TEXAS
COUNTY OF: HARRIS

SUBSCRIBED AND SWORN to before me this 30 day of MAY, 2025

(SEAL)

Saida Lara
Notary Public

SAIDA LARA
Notary Public, State of Texas
Comm. Expires 08-13-2028
Notary ID 132620859

RECEIVED
JUN 02 2025
O'HAVER

GALVESTON COUNTY ROAD & BRIDGE FACILITY REBUILD
United Masonry, Inc.

CONDITIONAL WAIVER & RELEASE ON FINAL PAYMENT

Project: **Galveston County Road & Bridge Facility Rebuild**
Contract: **141.7600.00007A**
Through the Period: **February 28, 2025 (Retainage)**

On receipt by the signer of this document of a check from **O'Haver Contractors** in the **Two Thousand Nine Hundred Ninety-Two and 90/100** Dollars **($2,992.90)** payable to **United Masonry, Inc.** and when the check has been properly endorsed and has been paid by the bank on which it has been drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Galveston County** located at **5115 TX-3, Dickinson, TX 77539** to the following extent: Construction of **Galveston County Road & Bridge Facility Rebuild.**

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **O'Haver Contractors**.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date: 5/29/2025

BY: _____
Signature

United Masonry, Inc.
Subcontractor/Supplier

Ken Paul
Printed Name

President
Title

STATE OF: TEXAS

COUNTY OF: MILAM

SUBSCRIBED AND SWORN to before me this 29th day of May, 2025

(SEAL)

KIM PAUL
My Notary ID # 6456229
Expires July 11, 2025

_____
Notary Public

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

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

Contract Approval Request Form

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

1) **Date of Request:** 8/4/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Facilities**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of change order #1 for Brazos Urethane for roof replacement project at Texas City Animal resource center submitted by Facilities.**

7) **PEID No: 721446**
8) **Req No:**
9) **Orgkey: 1101170100**
10) **Object Code: Building Improvements**
11) **Vendor: Brazos Urethane**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $980.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 8/4/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 8/3/2026
26) **Contract # Issued by Purchasing Department: 236022**

NOTES: HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/27/25 7:22 pm
2	Misty Witmer	Approve	7/28/25 8:04 am
3	Melissa Fleming	Approve	7/28/25 2:19 pm
4	Veronica Van Horn	Approve	7/28/25 2:46 pm
5	Diana Huallpa	Escalated	7/30/25 5:18 pm
6	Christian Monterrubio	Escalated	7/31/25 5:18 pm
7	Diana Huallpa	Escalated	8/1/25 5:18 pm
8	Christian Monterrubio	Escalated	8/4/25 5:18 pm
9	Diana Huallpa	Approve	8/5/25 2:36 pm
10	Sergio Cruz	Approve	8/5/25 6:39 pm
11	Veronica Van Horn	Approve	8/6/25 8:51 am

BRAZOS URETHANE

PROPOSAL

Bid # BA2024051
Date: 6-18-2025

Bobby Anderson
b.anderson@brazosurethane.com
(972) 358-6348
CORPORATE OFFICE:
1031 6th Street N., Texas City, TX 77590
(409) 965-0011

CUSTOMER INFORMATION

Contact: Mark A Garcia
Company: Galveston County
Address: 722 Moody – 6th Floor
Email: mark.garcia@co.galveston.tx.us
Phone: 409-370-5884

PROJECT INFORMATION

Project Name: Animal Resource Center - Shingle Roof Replacement
Project Address: 3412 Loop 197 Tx City Tx

SCOPE OF WORK 3412 Loop 197 (Galveston County Animal Shelter) – Roof Replacement

We propose to furnish all of the materials and perform all necessary labor to complete the following scope of work:

1. Perform all work in accordance with Windstorm and Manufacturer Specifications
2. Remove existing roof and dispose of in dumpster
3. Inspect decking for rotten wood and replace ($98.00 per sheet)
4. Provide and install New Synthetic Underlayment
5. Provide and install New Starter Shingles
6. Provide and install New 2” x 2” Metal Drip Edge
7. Provide and install New Laminated Architectural Shingles (TAMKO)
8. Provide and install New Ridge Caps
9. Provide and install New Ridge Vent
10. Provide and install New Pipe Boots
11. Use 1-1/4” Grip rite coated roofing nails and 1” plastic caps
12. Clean all debris from jobsite daily with magnetic roller
13. Provide Owner with 2-YEAR Workmanship Warranty on work completed
14. Provide Owner with limited 30-Year lifetime manufacturer warranty on all material.

EXCLUSIONS

The following items are specifically excluded from this proposal:

Framing, Rafters, Electrical Disconnects and Reconnects, Unforeseen conditions, French Drains,
Damage to Grass or other Vegetation, Engineering, Security System, Cable System, Lightning Protection,
Hurricane Force Wind & Rain, Hail, Damage to work by other trades, All work not listed above

OWNER RESPONSIBILITIES

Owner shall provide parking and laydown areas as needed. Owner to carry liability, fire, tornado and other necessary insurance.

PRICING

We proposed to furnish the work outlined in the SCOPE OF WORK for the amount of:

Price: $26,476.00
Sales Tax: $ Exempt
Total Contract Amount: $26,476.00

BRAZOS URETHANE

PROPOSAL

Bid # BA2024051
Date: 6-18-2025

Bobby Anderson
b.anderson@brazosurethane.com
(972) 358-6348
CORPORATE OFFICE:
1031 6th Street N., Texas City, TX 77590
(409) 965-0011

Sales tax (if itemized above) can be removed upon receipt of a valid Resale, Exemption or Direct Pay Certificate.

This pricing is valid for 30 days from date of proposal.

PAYMENT TERMS

Net 30

ACCEPTANCE AND APPROVAL

The representative signing below represents that they have full authority to bind the entity listed for the work outlined in this proposal. By signing below the representative acknowledges and agrees to all conditions listed, included agreement of payment terms.

Owner:	**Brazos Urethane, Inc.**
Company: _____	Bobby Anderson
Date of Acceptance: _____	Submitted by:
Signature: _____	Bobby Anderson
Printed Name: _____	Sales Manager
Title: _____	

Additional Terms & Conditions:

Owner recognizes that if moisture has entered the dwelling prior to the contractor beginning work, contractor is not liable for property damage or bodily injury claims allegedly resulting from insect damage or fungus and mold infestation.

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications outlined above, or any changes to the scope of work, scope of supply or schedule, including delays caused by actions out of Brazos Urethane, Inc.'s control, may result in price or schedule adjustment.

Changes and Additional work will be executed only upon written approval, and will become an extra charge over and above the estimate.

Brazos Urethane, Inc. maintains Auto, General Liability and Workers Compensation Insurance at standard limits, proof of which can be provided upon request. Where this proposal serves as the construction contract, the Owner of the property shall be listed as additional insured.

If proposal is accepted by a party other than to whom the proposal is addressed, that party will be deemed to be jointly and severally liable with the party to whom the quotation was addressed, unless Brazos agrees otherwise in writing.

BRAZOS URETHANE

PROPOSAL

Bid # BA2024051
Date: 6-18-2025

Bobby Anderson
b.anderson@brazosurethane.com
(972) 358-6348

CORPORATE OFFICE:
1031 6th Street N., Texas City, TX 77590
(409) 965-0011

Outline of work covered under this quote



PROPOSAL

Bid # BA2024051-1
Date: 7-17-2025

Bobby Anderson
b.anderson@brazosurethane.com
(972) 358-6348
CORPORATE OFFICE:
1031 6th Street N., Texas City, TX 77590
(409) 965-0011

CUSTOMER INFORMATION

Contact: Mark A Garcia
Company: Galveston County
Address: 722 Moody – 6th Floor
Email: mark.garcia@co.galveston.tx.us
Phone: 409-370-5884

PROJECT INFORMATION

Project Name: Animal Resource Center - Shingle Roof Replacement CO rotten wood
Project Address: 3412 Loop 197 Tx City Tx

SCOPE OF WORK 3412 Loop 197 (Galveston County Animal Shelter) – Roof Replacement

We propose to furnish all of the materials and perform all necessary labor to complete the following scope of work:

1. **Replacement of 10 sheets of wood decking at the unit cost $98.00 per sheet**

EXCLUSIONS

The following items are specifically excluded from this proposal:

Framing, Rafters, Electrical Disconnects and Reconnects, Unforeseen conditions, French Drains, Damage to Grass or other Vegetation, Engineering, Security System, Cable System, Lightning Protection, Hurricane Force Wind & Rain, Hail, Damage to work by other trades, All work not listed above

OWNER RESPONSIBILITIES

Owner shall provide parking and laydown areas as needed. Owner to carry liability, fire, tornado and other necessary insurance.

PRICING

We proposed to furnish the work outlined in the SCOPE OF WORK for the amount of:

Price: $980.00
Sales Tax: $ Exempt
Total Contract Amount: $980.00

Sales tax (if itemized above) can be removed upon receipt of a valid Resale, Exemption or Direct Pay Certificate.

This pricing is valid for 30 days from date of proposal.

PAYMENT TERMS

Net 30

ACCEPTANCE AND APPROVAL

PROPOSAL

Bid # BA2024051-1
Date: 7-17-2025

Bobby Anderson
b.anderson@brazosurethane.com
(972) 358-6348
CORPORATE OFFICE:
1031 6th Street N., Texas City, TX 77590
(409) 965-0011

The representative signing below represents that they have full authority to bind the entity listed for the work outlined in this proposal. By signing below the representative acknowledges and agrees to all conditions listed, included agreement of payment terms.

Owner:

Company: _____

Date of Acceptance: _____

Signature: _____

Printed Name: _____

Title: _____

Brazos Urethane, Inc.

Bobby Anderson

Submitted by:

Bobby Anderson

Sales Manager

Additional Terms & Conditions:

Owner recognizes that if moisture has entered the dwelling prior to the contractor beginning work, contractor is not liable for property damage or bodily injury claims allegedly resulting from insect damage or fungus and mold infestation.

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications outlined above, or any changes to the scope of work, scope of supply or schedule, including delays caused by actions out of Brazos Urethane, Inc.'s control, may result in price or schedule adjustment.

Changes and Additional work will be executed only upon written approval, and will become an extra charge over and above the estimate.

Brazos Urethane, Inc. maintains Auto, General Liability and Workers Compensation Insurance at standard limits, proof of which can be provided upon request. Where this proposal serves as the construction contract, the Owner of the property shall be listed as additional insured.

If proposal is accepted by a party other than to whom the proposal is addressed, that party will be deemed to be jointly and severally liable with the party to whom the quotation was addressed, unless Brazos agrees otherwise in writing.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Contract Approval Request Form

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

1) **Date of Request:** 8/18/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Facilities**
5) **Department Contact: Misty Witmer**
6) **Description: Elevator repairs at the Galveston County Justice Center.**

7) **PEID No: 719809**
8) **Req No:**
9) **Orgkey: 1101 170100**
10) **Object Code: 5424000**
11) **Vendor: Otis Elevator Company**
12) **Vendor Contract No: QTE-002220067**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $36,863.96**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 3/31/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 3/30/2026
26) **Contract # Issued by Purchasing Department: 217535**

NOTES: Unit 520751 / EVE 2 repair (QTE-002108339 approved in CC - Item 34

(3/31/25) - This quote is for additional repair service.

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	8/7/25 4:18 pm
Notes:	Approved per Misty Witmer by DGM		
2	Misty Witmer	Approve	8/7/25 4:18 pm
3	Melissa Fleming	Approve	8/7/25 4:28 pm
4	Veronica Van Horn	Approve	8/7/25 4:37 pm
5	Diana Huallpa	Approve	8/7/25 4:40 pm
6	Sergio Cruz	Approve	8/7/25 4:42 pm
7	Veronica Van Horn	Approve	8/7/25 5:45 pm

Otis Service and Repair Order

8/7/2025

CUSTOMER NAME
Galveston County
602 59th St
Galveston, TX 77551

OTIS ELEVATOR COMPANY
1289 North Post Oak Suite 100
Houston, TX 77550

OTIS CONTACT
Kelly Connolly
Phone: +1 (772) 521-5215
Email: Kelly.Connolly2@otis.com

PROJECT LOCATION
GALVESTON COUNTY JUSTICE
602 59TH ST
GALVESTON, TX 77551-4137

PROPOSAL NUMBER
QTE-002220067

OTIS SERVICE AND REPAIR ORDER

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
520751	ELV 2

SCOPE OF WORK
Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE
$36,863.96
Thirty-six thousand eight hundred sixty-three and 96/100 dollars

This price is based on a **one hundred** percent **(100%) downpayment** in the amount of $36,863.96.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

Galveston County	**Otis Elevator Company**
Date:_____	Date: 8/7/2025
Signed:	Signed:
_____	_____
Print Name: _____	Print Name: Devon Garnett
Title: _____	Title: Regional Sales Manager
Email: _____	Email: devon.garnett1@otis.com

Company Name: Galveston County

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____
(Name of Principal or Owner)

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

12. Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and sub contractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

notice of cancellation or material change in the coverage.

13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Consideration of approval of the early voting polling locations for the November 2025 Constitutional Election submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 10:37 am

November 4, 2025 Constitutional Election
Early Voting Locations

Monday, October 20 thru Friday, October 24, 2025……. 8:00am to 5:00pm
Monday, October 27 thru Wednesday, October 29, 2025…… 8:00am to 5:00pm
Thursday, October 30 and Friday. October 31, 2025…….7:00am to 7:00pm

Main Voting Location
Galveston CO Records and Election Center
10000 Emmett F. Lowry Expressway #1136
Texas City, TX 77591

Joe Faggard Community Ctr
1750 Highway 87
Crystal Beach, TX 77650

Moody Methodist Church
2803 53rd Street
(Fellowship Hall)
Galveston, TX 77551

Greater St. Matthews
6333 Hwy 6
Hitchcock, TX 77563

Nessler Center
2010 5th Ave North
(Surf Room)
Texas City, TX 77590

Dickinson Community Ctr
2714 Highway 3
Dickinson, TX 77539

The Crossings
255 Egret Bay Blvd
(Hall)
League City, TX 77573

Public Works Operation Ctr
1701 W. League City Pkwy
League City, TX 77573

Seaside Church
16523 Termini-San Luis Pass
Jamaica Beach, TX 77554

Galveston CO Courthouse
722 Moody Ave
(2nd Floor)
Galveston, TX 77550

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

La Marque Comm Room
1109 B Bayou Road
La Marque, TX 77568

JP Court, Precinct 1
(Bayshore Annex Breakroom)
4500 10th Street
Bacliff, TX 77518

Hometown Hero's Park
1011 E. League City Pkwy.
League City, TX 77573

Village on the Park
400 E. Parkwood
(Town Hall)
Friendswood, TX 77546

Galveston CO Justice Ctr
600 59th Street
(1st Floor Break Rm)
Galveston, TX 77551

Galveston CO MUD 12
2929 Highway 6
(2nd Floor)
Bayou Vista, TX 77563

Carver Park Comm Room
6415 Park Ave
(Thomas Carter Rm)
Texas City, TX 77591

Bay Colony West HOA
6621 Calder Rd
Dickinson, TX 77539

Kemah Community Ctr
800 Harris Room 1
Kemah, TX 77565

North County Annex
174 Calder Road
(Community Rm)
League City, TX 77573

First Baptist Friendswood
209 S. Friendswood Dr.
Room, 209
Friendswood, TX 77546

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of approval of the election day polling locations for the November 2025 Constitutional Election submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 10:49 am

November 4, 2025 Constitutional Election
Election Day Locations

Tuesday, November 4, 2025……7:00am to 7:00pm

Joe Faggard Community Ctr
1750 Highway 87
Crystal Beach, TX 77650

Galveston CO Courthouse
722 Moody Ave
(2nd Floor)
Galveston, TX 77550

Galveston CO MUD 12
2929 Highway 6
(2nd Floor)
Bayou Vista, TX 77563

Carver Park Comm Ctr
6415 Park Ave
(Thomas Carter Rm)
Texas City, TX 77591

La Marque Comm Room
1109 B Bayou Road
La Marque, TX 77568

Dickinson City Hall
4403 Highway 3
(Meeting Rm 2)
Dickinson, TX 77539

The Crossings
255 Egret Bay Blvd
(Hall)
League City, TX 77573

Public Works Operation Ctr
1701 W. League City Pkwy
League City, TX 77573

Village on the Park
400 E. Parkwood
(Town Hall)
Friendswood, TX 77546

High Island ISD
2113 6th Street Gym
High Island, TX 77623

Moody Methodist Church
2803 53rd Street
(Fellowship Hall)
Galveston, TX 77551

Greater St. Matthews
6333 Highway 6 (Fellowship Hall)
Hitchcock, TX 77563

Nessler Center
2010 5th Ave North
(Surf Room)
Texas City, TX 77590

Bay Colony West HOA
6621 Calder Road
Dickinson, TX 77539

JP Court, Precinct 1
(Bayshore Annex Breakroom)
4500 10th Street
Bacliff, TX 77518

Education Support
2425 Main Street
(Boardroom)
League City, TX 77573

North County Annex
174 Calder Road
(Multipurpose Rm)
League City, TX 77573

Seaside Church
16523 Termini-San Luis Pass
Jamaica Beach, TX 77554

GISD Administration Bldg.
3904 Ave. T (Chambers)
Galveston, TX 77550

Santa Fe ISD Museum
13304 Highway 6
Santa Fe, TX 77510

Elections and Records Center
10000 Emmett F. Lowry #1136
Texas City, TX 77591

Dickinson Community Ctr
2714 Highway 3
Dickinson, TX 77539

Kemah Community Ctr
800 Harris
(Room 1)
Kemah, TX 77565

Hometown Hero's Park
1011 E. League City Pkwy.
League City, TX 77573

First Baptist Friendswood
209 S. Friendswood Dr
Room, 209
Friendswood, TX 77546

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

Consideration of authorization for the County Judge to approve the list of workers from the Republican and Democratic parties for the 2025-2026 election years submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 5:05 pm

Parties Poll Worker List

Central Counting Station	*Judge*	Janis Lowe	Republican	*Alt Judge*
		Loretta Roberts	Republican	
		Linda Buckley	Republican	
		Lanette Lashway	Republican	
		Della Brown	Republican	
Early Voting Ballot Board	*Judge*	Geri Bentley	Republican	*Alt Judge*
		Sue Holliman	Republican	
		Janet Goldberg	Republican	
		Jane Rigsby	Republican	
		Joyce Bell	Republican	
		Ellen Burton	Republican	
Judges and Alternate Judges		Al Ayers	Republican	
		Martha Bosworth	Republican	
		Mark Brown	Republican	
		LaWanda Buttner	Republican	
		Ken Canion	Republican	
		Dale Catching	Republican	
		Deborah Winters Chaney	Republican	
		Suzy Chapman	Republican	
		Jackie Daniels	Republican	
		Wanda Delesandri	Republican	
		Jason Delgado	Republican	
		Sherry Denton	Republican	
		Christy Anne Collins Dickson	Republican	
		Rick Goodheart	Republican	
		Jeff Hagen	Republican	
		Wendy Hoggatt	Republican	
		Kathy Hunkins	Republican	
		Jerry Jackson	Republican	
		Paula Jacobson	Republican	
		John Lecour	Republican	
		Bob Kerr	Republican	
		Tanya Kloesel	Republican	
		Patricia Krc	Republican	
		Marilyn Lippleman	Republican	
		Dean Listiak	Republican	

Keith Martin	Republican
Ron Murray	Republican
Thomas Perthuis	Republican
John Pogorzelski	Republican
Don Pollock	Republican
David Prudhomme	Republican
Alison Putman	Republican
Norma Ramos	Republican
Bill Sargent	Republican
John Speich	Republican
Janet Stewart	Republican
Sandra Tetley	Republican
Susan Trimble	Republican
Santos Venegas	Republican
Elizabeth Waggoner	Republican
Alicia Youngblood	Republican
Don Zeek	Republican

Loretta Davis	Democrat
Feign Draper	Democrat
Janice Ferguson	Democrat
Lisa Cushing	Democrat
Jean Whitaker	Democrat
James Malm	Democrat
Perla Palileo-Brame	Democrat
Verma Perry	Democrat
Lorraine Williams	Democrat
Corlie Jackson	Democrat
Peggy Purvis	Democrat
Jacqueline Redic	Democrat
James Redic	Democrat
Peter Kiernan	Democrat
Kenneth MacPherson	Democrat
LaTasha Afolayan	Democrat
Addie Alexander	Democrat
Veronica Ayala	Democrat
Rita Boykin	Democrat
Lucinda Briggs	Democrat
Jean Cleary	Democrat
Donna Clement	Democrat
Zoila Contreras	Democrat
Paula Crouse	Democrat
Audrey Cumby	Democrat
Cynthia Darby	Democrat
Ida Diamond	Democrat
Gwen Erskin	Democrat
Rasha Falal	Democrat
Janet Fields	Democrat
Sylvia Gonzalez	Democrat
Freddy Gonzalez	Democrat
Stephanie Gordon	Democrat
Donna Hambleton	Democrat
John Harris	Democrat
Linda Hollier	Democrat
Sharon Holmes	Democrat
Harrette Howard	Democrat
Madeline Hubbard	Democrat
Pat Hypolite	Democrat

Maxine Jones	Democrat
Shirley Josey	Democrat
Margaret Lewis	Democrat
Gay Lynn Lyons	Democrat
Nell Mason	Democrat
Sarah Mason	Democrat
Ronald McNab	Democrat
Diane Merchant	Democrat
Maria Morales	Democrat
Melissa Moreno	Democrat
Silvia Murphree	Democrat
Olan Norman	Democrat
Catherine Ordener	Democrat
Monica Orihuela	Democrat
Gwen Parker	Democrat
Jahmal Payne	Democrat
Olivia Payton	Democrat
Jackie Pennington	Democrat
Norma Ramos	Democrat
Sherronda Randle	Democrat
Bridget Reed	Democrat
Gloria Simmons	Democrat
Reba Smith	Democrat
Elizabeth Spells-Simmc	Democrat
Paula Steed	Democrat
Ramona Trevino	Democrat
Karen Van Auken	Democrat
Monica Villarreal	Democrat
Jacqueline R Williams	Democrat
Jo Ann Williams	Democrat
Juanita Woodfox	Democrat

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

Consideration of authorization for the County Judge to sign contract for election services between Bolivar Peninsula SUD and the Galveston County Elections Division submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 5:11 pm

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 8th day of July, 2025 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Bradley Metz on behalf of Bolivar Peninsula S.U.D. ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: Board of Directors Election

November 4, 2025	**TBD BY TEXAS SOS**
Election Date	Runoff Election Date

Early Voting will be held on **October 20- 24, 2025** from 8 a.m. to 5 p.m., **October 25, 2025** from 7 a.m. to 7 p.m., **October 26, 2025** from 1 p.m. to 7 p.m. and **October 27th – October 31st, 2025** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.

1.3. Provide all election services, as required by law, for all portions of Galveston County.

1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

1.6. Provide Ballot by Mail services for the Entity.

1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.

1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.

1.9. Provide the Entity ****and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or** before **July 31, 2025**. Contracts submitted after this date will require a $500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5 It is understood that the Entity may need to modify its election order after **August 22, 2025**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **July 31, 2025**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.
[See Section 1.7 for additional information on the selection of countywide polling places]

2.5. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 25, 2025**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***

2.6. Return to Galveston County, by **September 11, 2025 12 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **September 16, 2025 at 9a.m.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

2.7. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. ***Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to $1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.***

2.8. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.9. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.10. Entity to pay a **$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after **July 31, 2025**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **August 22, 2025**. The Entity will be obligated to pay Galveston County a **$500** fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County is permanently committed to:

a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and

b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: $100 per kit

b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.

c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: $465 per Verity Duo, $506 per Verity Controller, $577 per Verity Duo with access, $610 per Verity Scanner and $150 per Verity Duo Go.

d) Transport the voting machines and equipment to and from the voting locations.
Cost: $200 delivery per location

e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost determined by the number of contests on the ballot: $1500 for up to 5, $2530 for up to 10, $3,300 for up to 20, $4,180 for up to 40 and $5280 for up to 75, and $6720 for up to 100 contests.

f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.

Cost: $1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee

h) Conduct early voting and Election Day Voting training.
Cost: $75 per person per class

i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost $100 per poll pad

j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.

k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.

l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to $500.

m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **$.50** per sheet.

n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is $4.00 per ballot ($4.50, if a multi-page ballot)***.

o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five ($75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Bradley Metz
Name

409-684-3515
Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

a) The authority with whom applications of candidates for a place on a ballot are filed;

b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

c) The political subdivision's requirement to maintain office hours under section 31.122.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Election Center
10000 Emmett F. Lowry Expressway, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:
Bolivar Peninsula S.U.D.
PO Box 1398
Crystal Beach, TX 77650
Phone: 409-684-3515
Email: sheila@bpsud.com

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "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 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 a 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 a 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.

Executed this _____ day of _____, 20___.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity: Bolivar Peninsula S.U.D

Name: Bradley Metz
(Please Print)

Bradley Metz
(Signature)

( ) City Manager
( ) Superintendent
( ) City Secretary
( ) Chair County Executive Committee
( ) Mayor
(X) President
( ) Other

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

Consideration of authorization for the County Judge to sign contract for election services between City of Galveston and the Galveston County Elections Division submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 4:27 pm

Docusign Envelope ID: 2E4B2015-84BC-4B6A-9519-FC21FFA31EFD

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this____ day of _____, 20___ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Brian Maxwell, City Manager on behalf of City of Galveston ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: Bond Election

November 4, 2025
Election Date

TBD BY TEXAS SOS
Runoff Election Date

Early Voting will be held on **October 20- 24, 2025** from 8 a.m. to 5 p.m., **October 25, 2025** from 7 a.m. to 7 p.m., **October 26, 2025** from 1 p.m. to 7 p.m. and **October 27th – October 31st, 2025** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.

1.3. Provide all election services, as required by law, for all portions of Galveston County.

1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

1.6. Provide Ballot by Mail services for the Entity.

1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.

1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.

1.9. Provide the Entity ****and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. *Duties and Services of the Entity*. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or** before **July 31, 2025**. Contracts submitted after this date will require a $500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5 It is understood that the Entity may need to modify its election order after **August 22, 2025**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **July 31, 2025**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.
[See Section 1.7 for additional information on the selection of countywide polling places]

2.5. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 25, 2025**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***

2.6. Return to Galveston County, by **September 11, 2025 12 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **September 16, 2025 at 9a.m.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

2.7. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. ***Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to $1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.***

2.8. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.9. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.10. Entity to pay a **$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after **July 31, 2025**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **August 22, 2025**. The Entity will be obligated to pay Galveston County a **$500** fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County is permanently committed to:

a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and

b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: $100 per kit

b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.

c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: $465 per Verity Duo, $506 per Verity Controller, $577 per Verity Duo with access, $610 per Verity Scanner and $150 per Verity Duo Go.

d) Transport the voting machines and equipment to and from the voting locations.
Cost: $200 delivery per location

e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost determined by the number of contests on the ballot: $1500 for up to 5, $2530 for up to 10, $3,300 for up to 20, $4,180 for up to 40 and $5280 for up to 75, and $6720 for up to 100 contests.

f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.

Cost: $1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee

h) Conduct early voting and Election Day Voting training.
Cost: $75 per person per class

i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost $100 per poll pad

j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.

k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.

l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to $500.

m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **$.50** per sheet.

n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is $4.00 per ballot ($4.50, if a multi-page ballot)***.

o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five ($75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Janelle Williams, City Secretary	409-797-3510
Name	Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

a) The authority with whom applications of candidates for a place on a ballot are filed;

b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

c) The political subdivision's requirement to maintain office hours under section 31.122.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Election Center
10000 Emmett F. Lowry Expressway, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

City of Galveston

823 Rosenberg — *Phone:* 409-797-3510

Galveston, TX 77550 — *Email:* jwilliams@galvestontx.gov

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "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 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 a 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 a 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.

Executed this _____ day of _____, 20___.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity:

Signed by:
Daniel J. Buckley; For
88F9068390D042A...
(Signature)

Name: City of Galveston
(Please Print)

(X) City Manager
( ) Superintendent
( ) City Secretary
( ) Chair County Executive Committee
( ) Mayor
( ) President
( ) Other

APPROVED AS TO FORM:
Signed by:
Xochitl Vandiver-Gaskin
6A59EBFC33E8440...
CITY ATTORNEY'S OFFICE

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

Consideration of authorization for the County Judge to sign contract for election services between City of La Marque and the Galveston County Elections Division submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 4:23 pm

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this____ day of _____, 20___ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Kierra K. Nance on behalf of City of La Marque ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: Issuing a General Obligation Bond for a Public Safety Building

November 4, 2025	**TBD BY TEXAS SOS**
Election Date	Runoff Election Date

Early Voting will be held on **October 20- 24, 2025** from 8 a.m. to 5 p.m., **October 25, 2025** from 7 a.m. to 7 p.m., **October 26, 2025** from 1 p.m. to 7 p.m. and **October 27th – October 31st, 2025** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.

1.3. Provide all election services, as required by law, for all portions of Galveston County.

1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

1.6. Provide Ballot by Mail services for the Entity.

1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.

1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.

1.9. Provide the Entity ****and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or** before **July 31, 2025**. Contracts submitted after this date will require a $500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5 It is understood that the Entity may need to modify its election order after **August 22, 2025**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **July 31, 2025**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

2.5. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 25, 2025**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***

2.6. Return to Galveston County, by **September 11, 2025 12 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **September 16, 2025 at 9a.m.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

2.7. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. ***Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to $1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.***

2.8. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.9. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.10. Entity to pay a **$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after **July 31, 2025**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **August 22, 2025*.*** The Entity will be obligated to pay Galveston County a **$500** fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County is permanently committed to:

a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and

b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
***Cost*: $100 per kit**

b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
***Cost*: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.**

c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
***Cost*: $465 per Verity Duo, $506 per Verity Controller, $577 per Verity Duo with access, $610 per Verity Scanner and $150 per Verity Duo Go.**

d) Transport the voting machines and equipment to and from the voting locations.
***Cost*: $200 delivery per location**

e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
***Cost determined by the number of contests on the ballot*: $1500 for up to 5, $2530 for up to 10, $3,300 for up to 20, $4,180 for up to 40 and $5280 for up to 75, and $6720 for up to 100 contests.**

f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.

Cost: $1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee

h) Conduct early voting and Election Day Voting training.
Cost: $75 per person per class

i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost $100 per poll pad

j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.

k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.

l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to $500.

m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **$.50** per sheet.

n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is $4.00 per ballot ($4.50, if a multi-page ballot)***.

o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five ($75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Kierra K. Nance	409-257-6206
Name	Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

a) The authority with whom applications of candidates for a place on a ballot are filed;

b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

c) The political subdivision's requirement to maintain office hours under section 31.122.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Election Center
10000 Emmett F. Lowry Expressway, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

Kierra K. Nance

City of La Marque

1111 Bayou *Phone: 409-938-9259*

La Marque, TX 77568 *Email: cityclerk@cityoflamarque.org*

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "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 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 a 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 a 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.

Executed this _____ day of _____, 20___.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity:

Name: Kierra K. Nance _____
(Please Print) (Signature)

( ) City Manager ( ) Mayor
( ) Superintendent ( ) President
(X) City Secretary ( ) Other
( ) Chair County Executive Committee

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

Consideration of authorization for the County Judge to sign contract for election services between Friendswood Independent School District and the Galveston County Elections Division submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 4:42 pm

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 21st day of July, 2025 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Friendswood ISD on behalf of Friendswood ISD ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: Bond Referendum

November 4, 2025	**TBD BY TEXAS SOS**
Election Date	Runoff Election Date

Early Voting will be held on **October 20- 24, 2025** from 8 a.m. to 5 p.m., **October 25, 2025** from 7 a.m. to 7 p.m., **October 26, 2025** from 1 p.m. to 7 p.m. and **October 27th – October 31st, 2025** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.

1.3. Provide all election services, as required by law, for all portions of Galveston County.

1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

1.6. Provide Ballot by Mail services for the Entity.

1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.

1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.

1.9. Provide the Entity ***and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. ***Duties and Services of the Entity***. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or** before **July 31, 2025**. Contracts submitted after this date will require a $500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5 It is understood that the Entity may need to modify its election order after **August 22, 2025**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **July 31, 2025**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.
[See Section 1.7 for additional information on the selection of countywide polling places]

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Cost: Included in the 10% election fee

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The Entity's authorized representative for all purposes of this contract is:

Thad J. Roher	281-996-6623
Name	Phone #

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The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Election Center
10000 Emmett F. Lowry Expressway, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

*Friendswood ISD*_____

*302 Laurel Dr*_____ *Phone: _____281-996-6623*_____

*Friendswood, TX 77546*_____ *Email: tlocklear@fisdk12.net*_____

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "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 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 a 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 a 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.

Executed this 21st day of July, 2025.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity:

Name: __Thad J. Roher_____ _____
(Please Print) (Signature)

( ) City Manager ( ) Mayor
(x) Superintendent ( ) President
( ) City Secretary ( ) Other
( ) Chair County Executive Committee

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Consideration of authorization for the County Judge to sign contract for election services between Galveston Independent School District and the Galveston County Elections Division submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 5:30 pm

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 27th day of July, 2025 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Matthew Neighbors on behalf of Galveston ISD ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: General Election

November 4, 2025	**TBD BY TEXAS SOS**
Election Date	Runoff Election Date

Early Voting will be held on **October 20- 24, 2025** from 8 a.m. to 5 p.m., **October 25, 2025** from 7 a.m. to 7 p.m., **October 26, 2025** from 1 p.m. to 7 p.m. and **October 27th – October 31st, 2025** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.

1.3. Provide all election services, as required by law, for all portions of Galveston County.

1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

1.6. Provide Ballot by Mail services for the Entity.

1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.

1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.

1.9. Provide the Entity ***and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or** before **July 31, 2025**. Contracts submitted after this date will require a $500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5 It is understood that the Entity may need to modify its election order after **August 22, 2025**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **July 31, 2025**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

2.5. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 25, 2025**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***

2.6. Return to Galveston County, by **September 11, 2025 12 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **September 16, 2025 at 9a.m.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

2.7. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. ***Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to $1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.***

2.8. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.9. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.10. Entity to pay a **$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. Cancellation of Contract: Except for contracts consummated after **July 31, 2025**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **August 22, 2025*.*** The Entity will be obligated to pay Galveston County a **$500** fee if cancelled after this grace period.

4. Special Provision: Bilingual Poll Worker Requirements. Galveston County is permanently committed to:

a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and

b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. Fee Schedule of Galveston County: Galveston County agrees to perform these services at the following rates:

a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
***Cost*: $100 per kit**

b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
***Cost*: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.**

c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
***Cost*: $465 per Verity Duo, $506 per Verity Controller, $577 per Verity Duo with access, $610 per Verity Scanner and $150 per Verity Duo Go.**

d) Transport the voting machines and equipment to and from the voting locations.
***Cost*: $200 delivery per location**

e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
***Cost determined by the number of contests on the ballot*: $1500 for up to 5, $2530 for up to 10, $3,300 for up to 20, $4,180 for up to 40 and $5280 for up to 75, and $6720 for up to 100 contests.**

f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.

Cost: $1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee

h) Conduct early voting and Election Day Voting training.
Cost: $75 per person per class

i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost $100 per poll pad

j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.

k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.

l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to $500.

m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **$.50** per sheet.

n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is $4.00 per ballot ($4.50, if a multi-page ballot)***.

o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five ($75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Matthew Neighbors	409-766-5121
Name	Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

a) The authority with whom applications of candidates for a place on a ballot are filed;

b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

c) The political subdivision's requirement to maintain office hours under section 31.122.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Election Center
10000 Emmett F. Lowry Expressway, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

Galveston ISD

PO Box 660 *Phone: 409-766-5121*

Galveston, TX 77553 *Email: amediably@gisd.org*

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "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 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 a 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 a 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.

Executed this _____ day of _____, 20___.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity:

Name: Matthew Neighbors _____ _____
(Please Print) (Signature)

( ) City Manager ( ) Mayor
(✓) Superintendent ( ) President
( ) City Secretary ( ) Other
( ) Chair County Executive Committee

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

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:** 8/4/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of CorEMR Electronic Medical Records application with CorEMR submitted by Information Technology**

7) **PEID No: Pending**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: 5481000**
11) **Vendor: CorEMR**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $3300.00**
16) **Current Year Projected: $3300.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 8/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 7/31/2026
26) **Contract # Issued by Purchasing Department: 230635**

NOTES: CorEMR Professional Services - UTMB / Jail Medical, approved in CC on 08/04/2025 - HB1295 to be requested upon supplier PEID.

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	8/4/25 12:03 pm
2	Misty Witmer	Approve	8/4/25 12:11 pm
3	Melissa Fleming	Approve	8/4/25 4:45 pm
4	Veronica Van Horn	Approve	8/5/25 5:25 pm
5	Diana Huallpa	Approve	8/7/25 9:23 am
6	Sergio Cruz	Approve	8/7/25 3:56 pm
7	Veronica Van Horn	Approve	8/7/25 4:17 pm

Department of Enterprise Services - 5WH

Title: CoreEMR

Description: CoreEMR is the primary electronic medical records application used to manage the intake of patients at the county jail. It supports the initial intake process by capturing critical health information upon arrival and ensures continuity of care throughout an inmate's stay. By centralizing medical records, CoreEMR helps streamline healthcare delivery and ensure compliance with regulatory requirements.

For who: GCSO Jail Medical

Location: Galveston County Jail

When needed: ASAP

Justification: As part of the transition of medical services from VitalCore to the University of Texas Medical Branch (UTMB), ownership and management of the CoreEMR system are being transferred to Galveston County. This transfer will help ensure uninterrupted medical record access, support the integration into UTMB's healthcare system, and provide long-term stability for the county's correctional health services.

Item	Qty	Per Unit $	Total
Maintenance & Support	2	$1650.00	$3300.00

Total spend: $3300.00

Is this item budgeted: ☐ **Yes** ☑ **No** **Budgeted amount:**

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☐ **Yes** ☑ **No** **Current expiration date:**

DIR Contract?: ☐ **Yes** ☐ **No** **DIR Contract #**

Account: 1101159100 5481000

Submitted by: Chris Martinez **Date:** 8/4/25

CorEMR
Electronic Medical Records

July 31, 2025

Chris Martinez
Deputy Director
Department of Enterprise Services

Chris,

As per your request, I am providing Galveston County a quote for maintenance/support for the upcoming contract period of August 1, 2025 through July 31, 2026. This quote is based off the ADP (average daily inmate population) of the prior year. The current ADP number is ~1100 inmates at $1.50 per inmate per month for total of $1650.00 per month.

Sincerely,

DeVaughn Guymon
CorEMR
801-225-0317 x106
801-362-8997 (cell)
dguymon@coremr.com

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:** 7/25/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** Yes
4) **Department Name: Sheriff's Office**
5) **Department Contact: Melencio Villarreal**
6) **Description: Interlocal Government Agreement for school contract**

7) **PEID No:**
8) **Req No:**
9) **Orgkey:**
10) **Object Code:**
11) **Vendor: Shared cost between school districts CCISD, TCISD, DISD**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted: FY2025 -2026**
16) **Current Year Projected: $64,902**
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: 230642**

NOTES: HB1295 Not Required

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	7/28/25 9:34 am
2	Melissa Fleming	Approve	7/28/25 4:08 pm
3	Veronica Van Horn	Approve	7/29/25 8:16 am
4	Diana Huallpa	Approve	7/29/25 6:45 pm
5	Sergio Cruz	Approve	7/30/25 10:36 am
6	Veronica Van Horn	Approve	8/4/25 11:26 am

State of Texas §
§
County of Galveston §

Interlocal Governmental Agreement for Office Support for the School Resource Officer Programs

This Interlocal Governmental Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2025, by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioner's Court ("**County**"), the Clear Creek Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees ("**CCISD**"), the Dickinson Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees ("**DISD**"), and the Texas City Independent School District, a political subdivision of the State of Texas, acting by and through its Board of Trustees ("**TCISD**"). Collectively, the County and the Districts may be referred to as the "Parties."

RECITALS

WHEREAS, the Parties acknowledge the necessity for an office support professional who provides comprehensive administrative support ("AA") to the School Resource Officer Programs for the Districts. The office support professional may include the following: administrative assistant, administrative clerk, and administrative coordinator; and

WHEREAS, the Parties desire to enter into this Agreement to outline the terms and conditions under which the AA shall be employed and the services to be provided.

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

1. GENERAL DESCRIPTION OF SERVICES

The AA shall be an employee of Galveston County and shall provide routine administrative activities in support of the Galveston County Sheriff's Office Chief Resource Officer or the Captain in charge of the school resource programs. Office space and necessary equipment, including a phone, computer, copying equipment, and other miscellaneous office supplies, shall be provided by CCISD.

The AA shall work a total of 2080 hours during each twelve (12) month period, inclusive of permissible leave as described in this Agreement. During the hours assigned under this Agreement, the AA shall perform duties solely for the benefit of the Districts and shall not work for any other entity or person. Should the Sheriff or his designee temporarily redeploy the AA, the Districts shall not be obligated to pay for any time during which the AA is redeployed.

The AA shall work under the direct supervision of the Chief Resource Officer.

The AA shall not be requested, suffered, or required to work overtime at the Districts' expense, except under the following limited circumstances:

a) With prior consultation and approval of the Chief Resource Officer, to assist in the completion of a law enforcement activity initiated during a regularly scheduled workday, which would otherwise be prejudiced by delay; or

b) In order to make a court-ordered appearance relating to the Districts' business outside of regularly scheduled duty hours.

In the event of unforeseen emergency overtime, the Chief Resource Officer and the Superintendents of the Districts or their designee shall be notified as soon as practicable, and the amount of such hours shall be kept to a minimum necessary to address the emergency. If such overtime work results in compensable overtime under the Fair Labor Standards Act, the Districts shall be responsible for the appropriate overtime rates for the compensable hours worked.

2. SPECIFIC DUTIES

The specific duties and compensation of the AA are outlined in Exhibit A.

3. ASSIGNMENT OF ADMINISTRATIVE ASSISTANT

The Sheriff or Chief Resource Officer shall be solely responsible for selecting the AA and assigning duties. CCISD may object to the proposed appointment of the AA if the individual is not agreeable with CCISD. The Superintendent shall notify the Sheriff in writing of the specific reasons for the objection. The Superintendent and the Sheriff shall meet to discuss the reasons for the objection in an attempt to reach a consensus, with the final determination of appointment lying with the Sheriff.

4. REMOVAL OF ADMINISTRATIVE ASSISTANT

CCISD may request the removal of the AA under the following conditions:

A. Performance-Related Concerns

1. If the AA is no longer agreeable to CCISD due to employment-related concerns, the CCISD Superintendent shall notify the Sheriff in writing, detailing the specific reasons for the concerns.

2. Upon receipt of such notice, the Sheriff shall review the concerns and, if deemed appropriate, counsel the AA to address the issues within seven (7) days.

3. If the performance-related issues are not resolved to CCISD's satisfaction, the Superintendent shall again express the reasons for concern, and the Superintendent and Sheriff shall meet to discuss and attempt to reach a consensus.

B. Allegations of Serious Misconduct

1. In the event of serious misconduct allegations against the AA, the Superintendent shall notify the Sheriff in writing.

2. Upon request by the Superintendent, the AA shall be temporarily removed or reassigned from CCISD duties pending the outcome of an internal investigation by the Sheriff's Office.

3. The County shall provide a replacement AA as soon as practicable. If the replacement is not agreeable to CCISD, the Superintendent shall notify the Sheriff in writing of the specific reasons for disapproval, and the parties shall meet to discuss.

C. Investigation Outcome

1. If the Sheriff concludes that the allegations of misconduct are untrue, the findings shall be presented to the Superintendent.

2. The Superintendent shall consider whether the AA may return to CCISD. If the Superintendent determines that the AA should not return, the Superintendent shall notify the Sheriff in writing, stating the reasons for this determination.

3. The Sheriff shall notify the CCISD Superintendent in writing if, as, and when the AA assigned to a CCISD facility has been placed under investigation by the Sheriff's Office or any other law enforcement agency's investigation known to the Sheriff, for any reason.

5. Substitution of Administrative Assistant

a. The Sheriff may make personnel changes and is not obligated to maintain the same employee throughout the term of this Agreement. Any substitution must follow the Assignment process detailed above.

b. If the AA is expected to be on extended leave (other than Permissible Leave), the Sheriff shall notify the Superintendent of the leave and its anticipated duration. The Sheriff shall make reasonable efforts to assign a suitable substitute.

c. The Districts shall not be responsible for payment of leave time exceeding the periods defined as Permissible Leave.

6. Employee Status and Records

a. The AA shall remain an employee of the County, entitled to benefits as provided to regular County employees. This entitlement shall not affect the financial consideration under this Agreement.

b. Personnel records for the AA shall be maintained by the County through the Sheriff's Office and/or the Galveston County Human Resources Department.

c. Official time records shall be maintained by the County through the Sheriff's office and shall serve as the basis for invoicing the Districts.

d. County shall provide copies of payroll records in either paper or, if required by the Districts, electronic format, along with each invoice forwarded to the Districts.

7. County Resources

The County shall provide the AA with reasonable access to the following divisions of the Sheriff's Office to support the AA's duties, if necessary:

a. Identification and Criminal Record-Keeping;
b. Criminal Investigations;
c. Training; and
d. Communications Division (including telephone and radio communications).

The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the AA's duties. Any decision to provide such services shall be made only upon specific, case-by-case consultation and request from the Chief Resource Officer.

8. CCISD Resources

To assist the AA in performing its duties under this Agreement, CCISD agrees to provide access to its technology system, including desktop, laptop, or tablet computers, land-based telephone, and other reasonable office supplies and workspace. CCISD will also provide access to the district's electronic mail system and issue the AA a CCISD electronic mail address. All CCISD policies and procedures related to the use of district technology and electronic communication shall apply to the AA's use of CCISD-owned technology.

These policies include prohibitions against communicating with CCISD students via text messaging or any form of social media unless such communication is in the course of bona fide law enforcement activity.

9. Consideration

Districts agrees to pay the County for actual hours worked by the AA according to the compensation schedule, as well as for permissible leave hours during the term of this Agreement. The AA shall be compensated under the County of Galveston Salary as approved by the Commissioners' Court of Galveston County, attached as Exhibit A.

The Districts shall split the responsibility for payment for the positions in the following amounts:

- CCISD - Fifty Percent (50%);
- TCISD - Twenty-Five Percent (25%);
- DISD - Twenty-Five Percent (25%).

Permissible Leave shall be governed by the County's Leave policies and practices. Such leave shall include any paid leave available under County policy or when the CCISD facility to which the AA is assigned is closed for a paid holiday. Unpaid leave shall be available as required under County policy or federal or state laws.

For each subsequent year of this Agreement, the rate shall be adjusted to account for any change in step or change in the County of Galveston Salary Table. The County shall notify the Districts of any changes in salary no later than October 15th of each year.

In the event the AA works overtime hours, the County shall be reimbursed at the appropriate Total Hourly Overtime Rate.

10. Leave/In-Service Training

a. The AA may require annual in-service training, which will be provided by the County. The Districts may require additional in-service training as appropriate, and the Districts will be responsible for the cost of any such additional training. Hours expended by the AA in attending such training shall be considered hours worked under this Agreement. Additional training required by the Districts will not be considered Permissible Leave and no substitute AA will be required.

b. Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year.

11. Invoices and Payment

The County shall prepare an invoice for services rendered under this Agreement for the previous month, which shall include copies of time records for each AA. The Districts shall pay each monthly invoice per Texas Government Code Chapter 2251.

In the event of a dispute regarding a portion of any invoice, only the disputed amount may be retained until resolved. Payments of resolved disputed balances will also be made per Texas Government Code Chapter 2251.

The Districts acknowledge that time is of the essence regarding each payment. If the County does not receive a District's payment in a timely manner, this Agreement may be terminated at the option of the County.

12. Term and Termination

a. This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.

b. In the event of termination, the District shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.

c. This Agreement may be renewed upon mutual agreement of the Parties.

13. Early Termination

a. This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

14. Renewal Period

a. This Agreement may be renewed if the District gives notice of its intention to renew within ninety (90) days before the end of this Agreement and the County agrees to the renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

15. Amendments

This Agreement may only be amended in writing, signed by all Parties.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising out of this Agreement shall be resolved in the courts of Galveston County, Texas.

17. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

With a Copy to:
Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street
Galveston, TX 77551
Melencio.villarreal@co.galveston.tx.us

To Districts:
Clear Creek Independent School District
Attn: Superintendent
2425 East Main Street
League City, TX 77573
kengle@ccisd.net

Dickinson Independent School District
Attn: Superintendent
2218 FM 517 East
Dickinson, TX 77539
rebecca.brown@dickinsonisd.org

Texas City Independent School District
Attn: Superintendent
1700 Ninth Avenue North
Texas City, TX 77590
mduarte@tcisd.org

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Mark Henry, County Judge

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Attest:

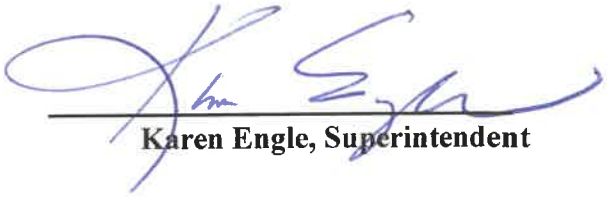
Dwight D. Sullivan, County Clerk

Clear Creek Board of Trustees



Jonathan Cottrell, President

Clear Creek Independent School District



Karen Engle, Superintendent

Attest:



Jeff Larson, Secretary

Dickinson ISD Board of Trustees

Corey Magliolo, President

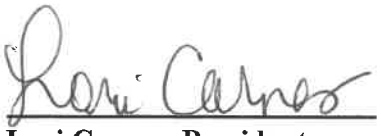
Dickinson Independent School District

Dr. Rebecca Brown, Superintendent

Attest:

Veanna Veasey, Secretary

Texas City Board of Trustees



Lori Carnes, President

Texas City Independent School District



Melissa Duarte, Superintendent

Attest:



Adriana Lyle, Secretary

EXHIBIT A

Number of assigned office professionals: One (1). Each shall work a total of 2080 hours per year, inclusive of permissible leave.

Position	Grade/Step	FY 2025 Salary
Administrative Coordinator	**116**	**$53,089.00**

Hourly Rate for AA is calculated by dividing individual's salary by 2080.

The Total Hourly Rate for the AA is calculated as follows:

- **(Hourly Rate) x (1.2128 [variable benefits]) + $5.16 [fixed benefits] = Total Hourly Rate**

Administrative Fee will not exceed 1% of the total monthly bill

Duties and Responsibilities

Performs word processing duties for the preparation of memoranda, letters, departmental procedures, agendas, and other documents.

Processes invoices for payment and is responsible for departmental purchasing records and related documents.

Prepares and gathers budget information for data entry and reports.

Maintains records of expenditures and reconciles accounts.

Performs research on policy, rules and regulations, and historical data.

Maintains the departmental calendars.

Reviews and enters departmental payroll and prepares personnel forms and other necessary related forms or payroll functions.

Prepares and coordinates travel arrangements for conferences and training following policy and procedures.

Answers telephones; provides information and assistance, takes messages or forwards to appropriate personnel; greets and assists visitors.

Performs related work as assigned

EXHIBIT A

Number of assigned office professionals: One (1). Each shall work a total of 2080 hours per year, inclusive of permissible leave.

Position	Grade/Step	FY 2025 Salary
Administrative Coordinator	**116**	**$53,089.00**

Hourly Rate for AA is calculated by dividing individual's salary by 2080.

The Total Hourly Rate for the AA is calculated as follows:

- **(Hourly Rate) x (1.2128 [variable benefits]) + $5.16 [fixed benefits] = Total Hourly Rate**

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Duties and Responsibilities

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Processes invoices for payment and is responsible for departmental purchasing records and related documents.

Prepares and gathers budget information for data entry and reports.

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Prepares and coordinates travel arrangements for conferences and training following policy and procedures.

Answers telephones; provides information and assistance, takes messages or forwards to appropriate personnel; greets and assists visitors.

Performs related work as assigned

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Contract Approval Request Form

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

1) **Date of Request:** 7/25/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** Yes
4) **Department Name:** Galveston County Sheriff's Office
5) **Department Contact:** Melencio Villarreal
6) **Description: Interlocal Government Agreement for School Contract**

7) **PEID No: 404101**
8) **Req No:**
9) **Orgkey: 1101 211163**
10) **Object Code: 5100000**
11) **Vendor: Clear Creek Independent School District**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #: 1101**
15) **Current Year Budgeted: FY2025 -2026**
16) **Current Year Projected: 4,518,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 230640**

NOTES: HB1295 not required

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	7/28/25 9:34 am
2	Melissa Fleming	Approve	7/28/25 3:55 pm
3	Veronica Van Horn	Approve	7/29/25 8:10 am
4	Diana Huallpa	Approve	7/29/25 1:46 pm
5	Sergio Cruz	Approve	7/30/25 10:35 am
6	Veronica Van Horn	Approve	8/4/25 11:25 am

State of Texas	§
	§
County of Galveston	§

Interlocal Governmental Agreement for School Resource Officer Program

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2025, by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas (the "County"), and **CLEAR CREEK INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (the "District"). The County and the District may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are authorized to enter into this Agreement according to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, the District desires to enhance the safety and security of its campuses and school-related activities; and

WHEREAS, the County is willing to provide law enforcement services through its Deputy Sheriffs to assist the District in fulfilling its safety and security objectives.

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

1. Scope of Services

1.1. The County shall provide routine law enforcement activities to be performed primarily on the campuses and periphery of the District's campuses, including up to 1000 feet beyond the real property lines, by Galveston County Deputy Sheriffs (hereinafter referred to as "Officers").

1.2. A total of forty seven (47) assigned officers will perform the services described herein. Each Officer shall work a total of up to 2236 hours per year, inclusive of Permissible Leave.

1.3. During the hours assigned to perform law enforcement services for the District under this Agreement, all Officers shall perform their duties solely for the benefit of the District and shall not engage in work for any other entity or person.

1.4. Should the Sheriff or his designee temporarily redeploy an Officer from the District, the District shall not be obligated to pay for any time during which an Officer is redeployed.

2. **Command and Direction**

2.1. Officers shall work under the direct command of the Supervising Resource Officer and the general direction of District officials, with all directives communicated through the Supervising Resource Officer unless impractical.

2.2. The District officials authorized to provide general direction and assignment include the Superintendent, the Superintendent's designee and the Principal of each school.

3. **Overtime Work**

3.1 Officers shall not be requested or required to work overtime at the District's expense, except under the following limited circumstances:

a) With prior consultation and approval of the Supervising Resource Officer or the Officer's designated Supervisor for law enforcement activities initiated during the Officer's scheduled workday.

b) To make a court-ordered appearance related to District business outside of regularly scheduled duty hours.

c) To complete investigations promptly that would otherwise be prejudiced by delay.

d) For unforeseen emergencies, including Officers who are "on call".

3.2 If unforeseen overtime is required, the Supervising Resource Officer and the Superintendent's designee shall be notified as soon as practicable, and the hours worked shall be minimized.

3.3 If the performance of such overtime work results in compensable overtime under the Fair Labor Standards Act (FLSA), the District shall be responsible for the appropriate overtime rates for compensable hours worked.

4. **Specific Duties of Officers**The Officers' specific duties shall include, but are not limited to:

a) Conducting investigations of criminal violations, excluding major criminal violations such as murder or sexual assault occurring on District property or at District-sponsored activities, except at District Extracurricular Activities, on or off District property.

b) Patrolling the periphery of District campuses to control narcotic/alcohol sale and use, gang-related activities, and other crimes, including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110.

c) Attending District-sponsored or school-related activities during school hours.

d) Working with faculty, administration, students, and parents to develop skills to detect the presence and dangers of narcotics and/or alcohol.

e) Acting as educational resources for the criminal justice system and its operation in society.

f) Establishing good rapport with students to model good community relationships.

g) Providing security on District campuses for theft prevention, trespassing, and intrusion.

h) Responding to night and weekend calls for unlawfully entered District buildings.

i) Reporting open and unlawfully entered District buildings to the prescribed personnel.

j) Acting as a liaison with public safety authorities on school security matters.

k) Consult with District Administration on methods to increase security.

l) Assist District Administration with the enforcement of its adopted Student Code of Conduct.

m) Investigating and participating in the District's student disciplinary actions as reasonably necessary.

n) Complying with the District's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing outlined in District Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County.

o) Upholding the laws of the State of Texas and performing duties required of peace officers under Texas law.

p) Preserving the peace within the Officer's jurisdiction by all lawful means.

q) Performing such other law enforcement duties as may be agreed upon by the Sheriff and District.

4.2. School-related activities are defined as activities that are in any way sponsored or officially sanctioned by the District, except Extracurricular Assignments as defined below.

4.3. Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively.

5. Extracurricular Assignments

5.1 For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at District events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement.

5.2 **Establishment of Program**: District shall establish and operate its program for the appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County.

5.3 **Voluntary Participation**: To the extent that any Officer performing services under this Agreement voluntarily participates in the District Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose.

5.4 **No Requirement to Participate**: No Officer shall be expected, required, or instructed by any District Official to participate in the Extracurricular Assignment Program. The Supervising Resource Officer or their designee may mandate officers to participate in the extracurricular assignment program in situations where there are public safety concerns.

5.5 **Fair Labor Standards Act Compliance**: The County and District believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p). However, if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then the District shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period.

6. Assignment of Officers

6.1 **Assignment Process:** The Sheriff's Office shall institute a process by which law enforcement officers may be

a) considered for immediate assignment to the District or
b) placed on a list of potential law enforcement officers who would be eligible for assignment to the District so that vacancies might be filled promptly.

6.2 **Objection to Appointment**: The District may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with the District, then the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. However, the final determination of appointment shall lie with the Sheriff.

6.3 **Eligibility List**: Assignment to the eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the list will be assigned to a District position. Generally, law enforcement officers whose names are on the list will be appointed to serve in District assignments unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to:

a) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate for such an assignment;

b) in the opinion of the Sheriff, another law enforcement officer is determined to be more suitable for assignment;

c) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or

d) the number of officers on the eligibility list exceeds the number of available positions with the District according to this Agreement.

7. Removal of Officers

7.1 The District may request the removal of any Officer assigned to one of its campuses through the following means:

a) **Performance or Employment Related Concerns**: If an assigned Officer is no longer agreeable to the District due to performance or other employment-related concerns, the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the concerns. If the Sheriff agrees there are performance or other employment-related issues, he will counsel with the Officer and attempt to address those issues within seven days. If the Officer's performance or other employment-related concerns are not corrected to the satisfaction of the District, the Superintendent will again express the reasons for his/her concern. The

Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

b) **Allegations of Serious Misconduct**: In the event an allegation of serious misconduct has been made against an Officer, the Superintendent shall notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned under this Agreement pending the Sheriff's Office internal investigation into the allegation.

7.2 Within seventy-two (72) hours after any removal, the County shall provide the District with a replacement Officer. If the replacement Officer is not agreeable to the District, the Superintendent shall notify the Sheriff in writing, specifying the reasons for disapproval. The Parties shall meet to discuss the reasons in an attempt to reach a consensus.

7.3 If the Sheriff concludes after the internal investigation that the allegations of misconduct are untrue, he shall present his findings to the Superintendent, who shall consider whether the Officer may return to the District. If the Superintendent determines that the Officer shall not return, the Superintendent shall notify the Sheriff in writing, stating the reasons for this determination. The Parties shall meet to discuss the reasons in an attempt to reach consensus, but the ultimate decision regarding the Officer's reassignment shall remain with the Sheriff.

7.4 The Sheriff shall notify the Superintendent in writing if any Officer assigned to the District is placed under investigation by the Sheriff's Office or any other law enforcement agency.

8. Substitution of Officers

8.1 The Sheriff may make personnel changes and is not obligated to furnish any particular Officer. Officers considered for substitution shall go through the Assignment of Officers process described herein.

8.2 In the event a regularly assigned Officer is expected to take extended leave (excluding Permissible Leave as defined below), the Sheriff shall notify the Superintendent of the leave and its anticipated duration. The Sheriff shall make reasonable efforts to assign a suitable substitute Officer. If a substitution cannot be made, the Sheriff shall notify the Superintendent. The District shall not be responsible for payment of leave time exceeding the periods defined as Permissible Leave.

9. Employment Status

9.1 Officers assigned under this Agreement shall remain employees of the County and shall be entitled to benefits afforded regular County employees. Such entitlement shall not affect the payment consideration by the District under this Agreement.

9.2 No Officer shall maintain an employment relationship with the District while assigned by the County under this Agreement.

10. Personnel and Time Records

10.1 Personnel records for all Officers assigned under this Agreement shall be maintained by the County through the Sheriff's Office.

10.2 Official time records for all Officers assigned under this Agreement shall be maintained by the County using standard payroll processing methods. These records shall serve as the basis for invoices for services rendered under this Agreement.

10.3 The County utilizes an "exception-based" payroll system. Officers shall be paid a bi-weekly salary based on a standard 14-day work period of 86 hours, as defined by the Fair Labor Standards Act. Appropriate deductions for paid and unpaid leave, as well as additions for overtime or other adjustments, shall be made. The County shall provide copies of payroll records showing all exceptions, in either paper or electronic format, along with each invoice sent to the District for payment.

10.4 The District may utilize a system to record the hours Officers are present and working at District campuses. This system shall not be considered an official payroll record nor used for billing purposes, but may be used for attendance and campus coverage tracking and validation of invoices.

11. County Resources

11.1 Officers assigned under this Agreement shall have reasonable access to the following divisions of the Sheriff's Office to support their policing functions:

a) Identification and Criminal Record-Keeping;
b) Criminal Investigations;
c) Training; and
d) Communications Division.

11.2 The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the Officers' policing functions upon specific request and consultation with the Supervising Resource Officer.

11.3 Uniforms shall be provided to Officers by the Sheriff's Office, and the costs incurred for these items shall be paid by the District in accordance with Exhibit B.

12. District-Provided Resources

12.1 Access to the District's technology system through desktop computers, laptop computers, or tablet computers.

12.2 Reasonable office supplies and workspace necessary for the Officers to perform their duties.

12.3 District-owned cellular/mobile telephones and Tasers for use in connection with Officers' duties.

12.4 Access to the District's electronic mail system, including the issuance of an electronic mail address to each Officer.

12.5 The use of District-owned technology and resources is subject to the following conditions:

a) All Officers shall comply with the District's policies and procedures regarding the use of District technology and electronic communication, including but not limited to Board Policy DH(LOCAL), CQ(LOCAL), and CQ(Regulation).

b) Officers are strictly prohibited from communicating with students via text messaging or any form of social media unless such communication is conducted in the course of bona fide law enforcement activity.

13. Consideration

13.1 The District shall compensate the County for the services rendered under this Agreement as mutually agreed upon in writing by the Parties.

13.2 The County's fiscal year is October 1 to September 30, and the County adopts a yearly budget effective October 1 of each year. The Sheriff shall send notice to the District of the adopted compensation to be paid no later than November 1st of each year.

13.3 The County shall submit invoices to the District for services provided, and the District shall pay such invoices within thirty (30) days of receipt. Following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall include copies of time

records for each Officer according to the Personnel & Time Records section of this Agreement. Said invoice and time records shall be forwarded by the County through its Auditor's Office to the District for payment.

13.4 The District shall pay each monthly invoice per Texas Government Code Chapter 2251. In the event a dispute arises between the County and the District concerning a portion of any invoice, the District agrees that only payment of the disputed amount may be retained by the District, and such retention may be withheld only until the disputed matter is resolved. Payment of the resolved disputed balance will also be paid per Texas Government Code Chapter 2251. The parties agree to put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

13.5 The District acknowledges that time is of the essence regarding each payment. If the County does not receive the District's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. The District will not be relieved of any payment to County that is due and unpaid as of the date of termination.

13.6 The District agrees to pay the County for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement, according to the rates set forth in the Career Path program for law enforcement adopted by the Galveston County Commissioners Court, and the fees and charges outlined in Exhibit B.

13.7 Permissible Leave shall not exceed five (5) consecutive sick leave or workers' compensation leave days per occurrence and a total of 24 days or 192 hours per contract year, per Officer. Paid holidays shall be considered Permissible Leave but shall not count towards the limitations set forth herein.

13.8 The District shall pay for the actual hours worked by replacement Officers for any Permissible Leave taken by an Officer in addition to the Permissible Leave hours of the absent Officer.

13.9 In the event an Officer works overtime hours, the County shall be reimbursed for the appropriate overtime rate, calculated as an additional one-half of the Officer's total hourly rate, including benefits costs, and certificate pay, as shown in Exhibit B.

13.10 The District shall not require any Officer to take Compensatory time in lieu of overtime unless such Compensatory time does not count toward the limitations on Permissible Leave. Compensatory time accruals shall be limited to 160 hours per Officer, and payouts of accrued compensatory time upon separation shall be billable to the District.

14. Leave/In-Service Training

14.1 The Officers shall require annual in-service training, which will be provided by the County with costs paid by the District according to the rates set forth in the Career Path program for law enforcement adopted by the Galveston County Commissioners Court. The District may require additional in-service training as appropriate, and the District will be responsible for the cost of any such additional training. Hours expended by Officers in attending such training shall be considered hours worked under this Agreement.

14.2 Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year, subject to the limitation on Permissible Leave as outlined in Section 12 Consideration above.

15. Vehicles

The District shall provide all required vehicles for each Officer's use during the time they are performing services for the District. The District shall make such vehicles available to the Officers to the extent the District deems necessary and appropriate for the performance of duties under this Agreement.

15.1 All Officers who reside within twenty (20) miles of District boundaries will be permitted to take a vehicle home. The District will provide all required fuel and maintenance for the vehicles, as well as all emergency equipment required for all marked vehicles.

15.2 The District agrees to carry third-party liability insurance on all vehicles driven by Officers.

In emergency situations or upon request, the County may use District-owned vehicles for purposes unrelated to law enforcement services under this Agreement. In such cases, the County shall be responsible for repairing any damage to the District vehicles and shall reimburse the District for fuel costs and vehicle wear and tear.

16. Special Programs

16.1 **Canine Detection Program.** The District has instituted a canine detection program to address drug- and alcohol-related issues in District schools. The County supports this initiative, and as part of this Agreement, the Sheriff will work with the District to:

a) Select and assign two Officers whose specific duties may include handling, care, housing, training of and with the canine, and obtaining/maintaining appropriate certifications.

b) Develop and maintain a training program in accordance with other Canine Handlers employed by the County.

16.2 **Cost Responsibility**. All costs related to or arising out of the canine program shall be borne by the District, including but not limited to:

a) Invoices for the assigned Officer's time spent performing tasks related to the canine program.

b) Costs of maintaining the canine, including feeding, housing, and veterinary care.

16.3 **Operational Compliance**. The canine program shall operate per all applicable District and Galveston County policies.

16.4 **Insurance.** District agrees to carry third-party liability insurance for liability arising from the canine program.

17. Supervising Resource Officer

17.1 One of the Officers furnished by the County shall have the rank of Captain or above and shall be appointed to serve as the Supervising Resource Officer between the District and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers.

18. Term and Termination

18.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.

18.2 In the event of termination, the District shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.

18.3 This Agreement may be renewed upon mutual agreement of the Parties.

19. Early Termination

19.1 This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

20. Renewal Period

20.1 This Agreement may be renewed if the District gives notice of its intention to renew within ninety (90) days before the end of this Agreement and the County agrees to the

renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

21. Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

22. Miscellaneous Provisions

22.1 **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and negotiations.

22.2 **Amendments**: This Agreement may be amended only in writing signed by both Parties.

22.3 **Severability**: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

22.4 **Notices**: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, electronically (e-mail), or sent by certified mail, return receipt requested, to the addresses set forth below:

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

To District:
Clear Creek Independent School District
Attn: Superintendent
2425 East Main Street
League City, TX 77573
kengle@ccisd.net

With a Copy to:
Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street
Galveston, TX 77551
Melencio.villarreal@co.galveston.tx.us

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Mark Henry, County Judge

Attest:

Dwight D. Sullivan, County Clerk

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Clear Creek Independent School District

Karen Engle, Superintendent

Clear Creek Board of Trustees

Jonathan Cottrell, President

Attest:

Jeff Larson, Secretary

Exhibit A CCISD Extracurricular Assignment Program

Purpose

The Program is established to provide law enforcement and security services at CCISD events, activities, and programs that occur outside of regular school hours.

Staffing

The Program shall be staffed by licensed law enforcement officers from various law enforcement agencies within Galveston County who apply to be placed on CCISD's list of officers willing and available for service in the Program.

Administration

The CCISD Superintendent or designee shall oversee the administration of the Program and shall ensure its efficient operation.

Notification

The Superintendent or designee shall notify all law enforcement agencies located within CCISD's territory of the Program, invite all interested law enforcement personnel to apply for participation, and accept qualified participants in a consistent manner without favoritism toward any particular law enforcement agency.

Voluntary Participation

Participation in the Program shall be strictly voluntary. Officers employed by Galveston County may voluntarily elect to apply for participation in the Program; however, no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Independent Contractor Status

Officers selected to work for the Program, regardless of their police jurisdiction or regular employment, shall be considered independent contractors engaged to fulfill security functions at specified events.

Selection of Officers

The selection of officers to work for the Program shall be made by the Superintendent or designee on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the CCISD-approved list of Program officers.

Compensation

Officers who perform services for CCISD under the Program shall be compensated at a rate established by CCISD.

Tax Responsibilities

All officers participating in the Program shall be responsible for their income tax reporting and payment responsibilities as independent contractors.

Exhibit B – Other Fees and Charges

In addition to the compensation of Officers at the rates set forth in the Career Path program for law enforcement adopted by the Galveston County Commissioners Court, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
$853.00	$440.00	Provided by District	Provided by District

Administrative Fee will not exceed 1% of the total monthly bill

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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

Contract Approval Request Form

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

1) **Date of Request:** 7/25/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** Yes
4) **Department Name: Sheriff's Office**
5) **Department Contact: Melencio Villarreal**
6) **Description: Dickinson ISD SRO**

7) **PEID No: 043216**
8) **Req No:**
9) **Orgkey: 1101-211163**
10) **Object Code:**
11) **Vendor: Dickinson Ind School Dist**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted: 1,550,000**
16) **Current Year Projected: 1,600,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 230685**

NOTES: HB1295 not required

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	7/29/25 9:00 am
2	Melissa Fleming	Approve	7/29/25 9:32 am
3	Veronica Van Horn	Approve	7/29/25 11:13 am
4	Diana Huallpa	Approve	7/29/25 1:50 pm
5	Sergio Cruz	Approve	7/30/25 10:35 am
6	Veronica Van Horn	Approve	8/4/25 11:26 am

State of Texas §
§
County of Galveston §

Interlocal Governmental Agreement for School Resource Officer Program

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2025, by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas (the "County"), and **DICKINSON INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (the "District"). The County and the District may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are authorized to enter into this Agreement according to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, the District desires to enhance the safety and security of its campuses and school-related activities; and

WHEREAS, the County is willing to provide law enforcement services through its Deputy Sheriffs to assist the District in fulfilling its safety and security objectives.

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

1. Scope of Services

1.1. The County shall provide routine law enforcement activities to be performed primarily on the campuses and periphery of the District's campuses, including up to 1000 feet beyond the real property lines, by Galveston County Deputy Sheriffs (hereinafter referred to as "Officers").

1.2. The County and the District shall agree on a total of assigned officers to perform the services described herein, designated in Exhibit B. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

1.3. During the hours assigned to perform law enforcement services for the District under this Agreement, all Officers shall perform their duties solely for the benefit of the District and shall not engage in work for any other entity or person.

1.4. Should the Sheriff or his designee temporarily redeploy an Officer from the District, the District shall not be obligated to pay for any time during which an Officer is redeployed.

2. Command and Direction

2.1. Officers shall work under the direct command of the Supervising Resource Officer and the general direction of District officials, with all directives communicated through the Supervising Resource Officer unless impractical.

2.2. The District officials authorized to provide general direction and assignment include the Superintendent and the Principal of each school.

3. Overtime Work

3.1 Officers shall not be requested or required to work overtime at the District's expense, except under the following limited circumstances:

a) With prior consultation and approval of the Supervising Resource Officer or the Officer's designated Supervisor for law enforcement activities initiated during the Officer's scheduled workday.

b) To make a court-ordered appearance related to District business outside of regularly scheduled duty hours.

c) To complete investigations promptly that would otherwise be prejudiced by delay.

d) For unforeseen emergencies, including Officers who are "on call".

3.2 If unforeseen overtime is required, the Supervising Resource Officer and the Superintendent shall be notified as soon as practicable, and the hours worked shall be minimized.

3.3 If the performance of such overtime work results in compensable overtime under the Fair Labor Standards Act (FLSA), the District shall be responsible for the appropriate overtime rates for compensable hours worked.

4. Specific Duties of Officers

The Officers' specific duties shall include, but are not limited to:

a) Conducting investigations of criminal violations, excluding major criminal violations such as murder or sexual assault occurring on District property or at District-sponsored activities, except at District Extracurricular Activities, on or off District property.

b) Patrolling the periphery of District campuses to control narcotic/alcohol sale and use, gang-related activities, and other crimes, including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110.

c) Attending District-sponsored or school-related activities during school hours.

d) Working with faculty, administration, students, and parents to develop skills to detect the presence and dangers of narcotics and/or alcohol.

e) Providing security on District campuses for theft prevention, trespassing, and intrusion.

f) Responding to night and weekend calls for unlawfully entered District buildings.

g) Reporting open and unlawfully entered District buildings to the prescribed personnel.

h) Acting as a liaison with public safety authorities on school security matters.

i) Consult with District Administration on methods to increase security.

j) Complying with the District's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing outlined in District Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County.

k) Upholding the laws of the State of Texas and performing duties required of peace officers under Texas law.

l) Preserving the peace within the Officer's jurisdiction by all lawful means.

m) Performing such other law enforcement duties as may be agreed upon by the Sheriff and District.

n) Texas Education Code 37.081(d-2): A school district may not assign or require as duties of a school district peace officer, a school resource officer, or security personnel:
   (1) routine student discipline or school administrative tasks; or
   (2) contact with students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.

4.2. School-related activities are defined as activities that are in any way sponsored or officially sanctioned by the District, except Extracurricular Assignments as defined below.

4.3. Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively.

5. Extracurricular Assignments

5.1 For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at District events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement.

5.2 **Establishment of Program**: District shall establish and operate its program for the appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County.

5.3 **Voluntary Participation**: To the extent that any Officer performing services under this Agreement voluntarily participates in the District Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose.

5.4 **No Requirement to Participate**: No Officer shall be expected to or requested, required, or instructed by any District Official, the Supervising Resource Officer, or any other County employee to participate in the Extracurricular Assignment Program.

5.5 **Fair Labor Standards Act Compliance**: The County and District believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p). However, if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then the District shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period.

6. Assignment of Officers

6.1 **Assignment Process:** The Sheriff's Office shall institute a process by which law enforcement officers may be

a) considered for immediate assignment to the District or

b) placed on a list of potential law enforcement officers who would be eligible for assignment to the District so that vacancies might be filled promptly.

6.2 **Objection to Appointment**: The District may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with the District, then the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. However, the final determination of appointment shall lie with the Sheriff.

6.3 **Eligibility List**: Assignment to the eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the list will be assigned to a District position. Generally, law enforcement officers whose names are on the list will be appointed to serve in District assignments unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to:

a) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate for such an assignment;

b) in the opinion of the Sheriff, another law enforcement officer is determined to be more suitable for assignment;

c) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or

d) the number of officers on the eligibility list exceeds the number of available positions with the District according to this Agreement.

7. Removal of Officers

7.1 The District may request the removal of any Officer assigned to one of its campuses through the following means:

a) **Performance or Employment Related Concerns**: If an assigned Officer is no longer agreeable to the District due to performance or other employment-related concerns, the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the concerns. If the Sheriff agrees there are performance or other employment-related issues, he will counsel with the Officer and attempt to address those issues within seven days. If the Officer's performance or other employment-related concerns are not corrected to the satisfaction of the District, the Superintendent will again express the reasons for his/her concern. The Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

b) **Allegations of Serious Misconduct**: In the event an allegation of serious misconduct has been made against an Officer, the Superintendent shall notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned under this Agreement pending the Sheriff's Office internal investigation into the allegation.

7.2 Within seventy-two (72) hours after any removal, the County shall provide the District with a replacement Officer. If the replacement Officer is not agreeable to the District, the Superintendent shall notify the Sheriff in writing, specifying the reasons for disapproval. The Parties shall meet to discuss the reasons in an attempt to reach a consensus.

7.3 If the Sheriff concludes after the internal investigation that the allegations of misconduct are untrue, he shall present his findings to the Superintendent, who shall consider whether the Officer may return to the District. If the Superintendent determines that the Officer shall not return, he/she shall notify the Sheriff in writing, stating the reasons for this determination. The Parties shall meet to discuss the reasons in an attempt to reach consensus, but the ultimate decision regarding the Officer's reassignment shall remain with the Sheriff.

7.4 The Sheriff shall notify the Superintendent in writing if any Officer assigned to the District is placed under investigation by the Sheriff's Office or any other law enforcement agency.

8. Substitution of Officers

8.1 The Sheriff may make personnel changes and is not obligated to furnish any particular Officer. Officers considered for substitution shall go through the Assignment of Officers process described herein.

8.2 In the event a regularly assigned Officer is expected to take extended leave (excluding Permissible Leave as defined below), the Sheriff shall notify the Superintendent of the leave and its anticipated duration. The Sheriff shall make reasonable efforts to assign a suitable substitute Officer. If a substitution cannot be made, the Sheriff shall notify the Superintendent. The District shall not be responsible for payment of leave time exceeding the periods defined as Permissible Leave.

9. Employment Status

9.1 Officers assigned under this Agreement shall remain employees of the County and shall be entitled to benefits afforded regular County employees. Such entitlement shall not affect the payment consideration by the District under this Agreement.

9.2 No Officer shall maintain an employment relationship with the District while assigned by the County under this Agreement.

10. Personnel and Time Records

10.1 Personnel records for all Officers assigned under this Agreement shall be maintained by the County through the Sheriff's Office.

10.2 Official time records for all Officers assigned under this Agreement shall be maintained by the County using standard payroll processing methods. These records shall serve as the basis for invoices for services rendered under this Agreement.

10.3 Officers shall be paid a bi-weekly salary based on a standard 14-day work period of 86 hours, as defined by the Fair Labor Standards Act. Appropriate deductions for paid and unpaid leave, as well as additions for overtime or other adjustments, shall be made. The County shall provide copies of payroll records showing all exceptions, in either paper or electronic format, along with each invoice sent to the District for payment.

10.4 The District may utilize a system to record the hours Officers are present and working at District campuses. This system shall not be considered an official payroll record nor used for billing purposes, but may be used for attendance tracking and validation of invoices.

11. County Resources

11.1 Officers assigned under this Agreement shall have reasonable access to the following divisions of the Sheriff's Office to support their policing functions:

a) Identification and Criminal Record-Keeping;
b) Criminal Investigations;
c) Training; and
d) Communications Division.

11.2 The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the Officers' policing functions upon specific request and consultation with the Supervising Resource Officer.

11.3 Uniforms, cellular phones, and radio equipment shall be provided to Officers by the Sheriff's Office, and the costs incurred for these items shall be paid by the District in accordance with Exhibit B.

12. District Resources

12.1 Access to the District's technology system through desktop computers, laptop computers, or tablet computers.

12.2 Reasonable office supplies and workspace necessary for the Officers to perform their duties.

12.3 Access to the District's electronic mail system, including the issuance of an electronic mail address to each Officer.

12.4 The use of District-owned technology and resources is subject to the following conditions:

a) All Officers shall comply with the District's policies and procedures regarding the use of District technology and electronic communication, including but not limited to Board Policy DH(LOCAL), CQ(LOCAL), and CQ(Regulation).

b) Officers are strictly prohibited from communicating with students via text messaging or any form of social media unless such communication is conducted in the course of bona fide law enforcement activity or school safety

13. Consideration

13.1 The District shall compensate the County for the services rendered under this Agreement as mutually agreed upon in writing by the Parties.

13.2 The County's fiscal year is October 1 to September 30, and the County adopts a yearly budget effective October 1 of each year. The District shall agree upon the adopted compensation rates for each year, and the Sheriff shall send notice to the District of the adopted compensation to be paid no later than November 1st of each year.

13.3 The County shall submit invoices to the District for services provided, and the District shall pay such invoices within thirty (30) days of receipt. Following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall include copies of time records for each Officer according to the Personnel & Time Records section of this Agreement. Said invoice and time records shall be forwarded by the County through its Auditor's Office to the District for payment.

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13.5 The District acknowledges that time is of the essence regarding each payment. If the County does not receive the District's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. The District will not be relieved of any payment to County that is due and unpaid as of the date of termination.

13.6 The District agrees to pay the County for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement, according to the rates and fees outlined in Exhibit B.

13.7 Permissible Leave shall not exceed five (5) consecutive sick leave or workers' compensation leave days per occurrence and a total of 24 days or 192 hours per contract year, per Officer. Paid holidays shall be considered Permissible Leave but shall not count towards the limitations set forth herein.

13.8 The District shall pay for the actual hours worked by replacement Officers for any Permissible Leave taken by an Officer in addition to the Permissible Leave hours of the absent Officer.

13.9 In the event an Officer works overtime hours, the County shall be reimbursed for the appropriate overtime rate, calculated as an additional one-half of the Officer's total hourly rate, including benefits costs, and certificate pay, as shown in Exhibit B.

13.10 The District shall not require any Officer to take Compensatory time in lieu of overtime unless such Compensatory time does not count toward the limitations on Permissible Leave. Compensatory time accruals shall be limited to 160 hours per Officer, and payouts of accrued compensatory time upon separation shall be billable to the District.

14. Leave/In-Service Training

14.1 The Officers shall require annual in-service training, which will be provided by the County with costs paid by the District per Exhibit B. The District may require additional in-service training as appropriate, and the District will be responsible for the cost of any such additional training. Hours expended by Officers in attending such training shall be considered hours worked under this Agreement.

14.2 Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year, subject to the limitation on Permissible Leave as outlined in Section 12 Consideration above.

15. Vehicles

15.1 The District shall provide all required vehicles for each Officer's use during the time they are performing services for the District. The District shall make such vehicles available

to the Officers to the extent the District deems necessary and appropriate for the performance of duties under this Agreement.

15.2 All Officers will be permitted to take a vehicle home if within a 20 mile radius from district boundaries. The District will provide all required fuel and maintenance for the vehicles, as well as all emergency equipment required for all marked vehicles.

15.3 The District agrees to carry third-party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq.

15.4 Any damage to the vehicle caused by the County while being operated that does not involve law enforcement services to the District under this Agreement and is repaired by the District will be reimbursed as a credit to the District. The District will need to submit a copy of the repair invoice to receive the credit, which will be issued as a credit to the school liaison invoice for the District.

16. Supervising Liaison Officer

16.1 One of the Officers furnished by the County shall have the rank of Captain and shall be appointed to serve as the Supervising Liaison Officer between the District and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers.

16.2 The Supervising Liaison Officer will be shared among the Safe Schools South Division Districts and, as such, will be billed as a shared cost to the Districts.

- TCISD – Forty-nine and fifty Percent (49.50 %)
- DISD – Forty-nine and fifty Percent (49.50 %)
- Odyssey Academy – One Percent (1%)

17. Term and Termination

17.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.

17.2 In the event of termination, the District shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.

17.3 This Agreement may be renewed upon mutual agreement of the Parties.

18. Early Termination

18.1 This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

19. Renewal Period

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20. Governing Law

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Miscellaneous Provisions

21.1 **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and negotiations.

21.2 **Amendments**: This Agreement may be amended only in writing signed by both Parties.

21.3 **Severability**: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21.4 **Notices**: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, electronically (e-mail) or sent by certified mail, return receipt requested, to the addresses set forth below:

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

To District:
Dickinson Independent School District
Attn: Superintendent
2218 FM 517 East
Dickinson, TX 77539
rebecca.brown@dickinsonisd.org

With a Copy to:
Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street

Galveston, TX 77551
Melencio.villarreal@co.galveston.tx.us

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Mark Henry, County Judge

Attest:

Dwight D. Sullivan, County Clerk

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Dickinson Independent School District

Dr. Rebecca Brown, Superintendent

Dickinson ISD Board of Trustees

Corey Magliolo, President

Attest:

Veanna Veasey, Secretary

Exhibit A DISD Extracurricular Assignment Program

Purpose

The Program is established to provide law enforcement and security services at DISD events, activities, and programs that occur outside of regular school hours.

Staffing

The Program shall be staffed by licensed law enforcement officers from various law enforcement agencies within Galveston County who apply to be placed on DISD's list of officers willing and available for service in the Program.

Administration

The DISD Assistant Superintendent for Administration shall oversee the administration of the Program and shall ensure its efficient operation.

Notification

The Supervising Resource Officer or his designee shall notify all law enforcement agencies located within DISD's territory of the Program, invite all interested law enforcement personnel to apply for participation, and accept qualified participants in a consistent manner without favoritism toward any particular law enforcement agency.

Voluntary Participation

Participation in the Program shall be strictly voluntary. Officers employed by Galveston County may voluntarily elect to apply for participation in the Program; however, no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Independent Contractor Status

Officers selected to work for the Program, regardless of their police jurisdiction or regular employment, shall be considered independent contractors engaged to fulfill security functions at specified events.

Selection of Officers

The selection of officers to work for the Program shall be made by the Supervising Resource Officer or his designee on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the DISD-approved list of Program officers.

Compensation

Officers who perform services for DISD under the Program shall be compensated at a rate established by DISD.

Tax Responsibilities

All officers participating in the Program shall be responsible for their income tax reporting and payment responsibilities as independent contractors.

Exhibit B – Compensation Schedule

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary grade/step as follows:

Position	Grade/Step	FY 2025 Salary
Deputy Sheriff I	**516B**	**$58,195.00**
Deputy Sheriff II	**518B**	**$63,345.00**
Deputy Sheriff III	**520B**	**$68,495.00**
Deputy Sheriff IV	**521**	**$71,070.00**
Deputy Sheriff V	**522**	**$73,645.00**
Detective/Investigator/Corporal	**524**	**$83,945.00**
Sergeant Sheriff	**525**	**$89,095.00**
Lieutenant Sheriff	**527**	**$99,395.00**
Captain Sheriff	**530**	**$116,695.00**

Number of assigned officers:
Fourteen (14) Officers, to perform the services described herein. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

Hourly Rate for each Officer is calculated by dividing each Officer's salary by 2236.

The Total Hourly Rate for each Officer is calculated as follows:

(Hourly Rate) x (1.2128 [variable benefits]) + $5.16 [fixed benefits] = Total Hourly Rate

Longevity: $10 per month per year of service

Monthly certification pay rates are:

Intermediate	Advanced	Master
$50.00	$100.00	$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
$853.00	$440.00	$50.00	$868.00

Administrative Fee will not exceed 1% of the total monthly bill

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

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:** 7/28/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** Yes
4) **Department Name: Sheriff's Office**
5) **Department Contact: Melencio Villarreal**
6) **Description: Interlocal Government Agreement for School Liaison Officer**

7) **PEID No: 721345**
8) **Req No:**
9) **Orgkey: 1101-211163**
10) **Object Code: 4861033**
11) **Vendor: Odyssey Academy**
12) **Vendor Contract No: CM20156**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $100,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 230691**

NOTES: HB1295 not required

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	7/29/25 9:00 am
2	Melissa Fleming	Approve	7/29/25 9:56 am
3	Veronica Van Horn	Approve	7/29/25 11:15 am
4	Diana Huallpa	Approve	7/30/25 6:40 pm
5	Sergio Cruz	Approve	7/30/25 7:34 pm
6	Veronica Van Horn	Approve	8/4/25 11:24 am

State of Texas §
§
County of Galveston §

Interlocal Governmental Agreement for School Resource Officer Program

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2025, by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas (the "County"), and **ODYSSEY ACADEMY** an open-enrollment public charter school, ("Odyssey"). The County and the Odyssey may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are authorized to enter into this Agreement according to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, Odyssey desires to enhance the safety and security of its campuses and school-related activities; and

WHEREAS, the County is willing to provide law enforcement services through its Deputy Sheriffs to assist Odyssey in fulfilling its safety and security objectives.

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

1. Scope of Services

1.1. The County shall provide routine law enforcement activities to be performed primarily on the campuses and periphery of Odyssey's campuses, including up to 300 feet beyond the real property lines, by Galveston County Deputy Sheriffs (hereinafter referred to as "Officers").

1.2. The County and Odyssey shall agree on a total of assigned officers to perform the services described herein, designated in Exhibit B. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

1.3. During the hours assigned to perform law enforcement services for Odyssey under this Agreement, all Officers shall perform their duties solely for the benefit of Odyssey and shall not engage in work for any other entity or person.

1.4. Should the Sheriff or his designee temporarily redeploy an Officer from Odyssey, Odyssey shall not be obligated to pay for any time during which an Officer is redeployed.

2. Command and Direction

2.1. Officers shall work under the direct command of the Supervising Resource Officer and the general direction of Odyssey officials, with all directives communicated through the Supervising Resource Officer unless impractical.

2.2. The Odyssey officials authorized to provide general direction and assignment include the Superintendent and the Principal of each school.

3. Overtime Work

3.1 Officers shall not be requested or required to work overtime at Odyssey's expense, except under the following limited circumstances:

a) With prior consultation and approval of the Supervising Resource Officer or the Officer's designated Supervisor for law enforcement activities initiated during the Officer's scheduled workday.

b) To make a court-ordered appearance related to Odyssey business outside of regularly scheduled duty hours.

c) To complete investigations promptly that would otherwise be prejudiced by delay.

3.2 If unforeseen overtime is required, the Supervising Resource Officer and the Superintendent or designee shall be notified as soon as practicable, and the hours worked shall be minimized.

3.3 If the performance of such overtime work results in compensable overtime under the Fair Labor Standards Act (FLSA), Odyssey shall be responsible for the appropriate overtime rates for compensable hours worked.

4. Specific Duties of Officers The Officers' specific duties shall include, but are not limited to:

a) Conducting investigations of criminal violations, excluding major criminal violations such as murder or sexual assault occurring on Odyssey property or at Odyssey-sponsored activities, except at Extracurricular Activities, on or off Odyssey property.

b) Patrolling the periphery of Odyssey campuses to control narcotic/alcohol sale and use, gang-related activities, and other crimes, including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110.

c) Attending Odyssey-sponsored or school-related activities during school hours.

d) Working with faculty, administration, students, and parents to develop skills to detect the presence and dangers of narcotics and/or alcohol.

e) Providing security on Odyssey campuses for theft prevention, trespassing, and intrusion.

f) Reporting open and unlawfully entered Odyssey buildings to the prescribed personnel.

g) Acting as a liaison with public safety authorities on school security matters.

h) Consult with Odyssey Administration on methods to increase security.

i) Complying with the Odyssey's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing outlined in Odyssey Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County.

j) Upholding the laws of the State of Texas and performing duties required of peace officers under Texas law.

k) Preserving the peace within the Officer's jurisdiction by all lawful means.

l) Performing such other law enforcement duties as may be agreed upon by the Sheriff and Odyssey.

m) Texas Education Code 37.081(d-2): A school district may not assign or require as duties of a school district peace officer, a school resource officer, or security personnel:
   (1) routine student discipline or school administrative tasks; or
   (2) contact with students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.

4.2. School-related activities are defined as activities that are in any way sponsored or officially sanctioned by Odyssey, except Extracurricular Assignments as defined below.

4.3. Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively.

5. Extracurricular Assignments

5.1 For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at Odyssey events that

occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement.

5.2 **Establishment of Program**: Odyssey shall establish and operate its program for the appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County.

5.3 **Voluntary Participation**: To the extent that any Officer performing services under this Agreement voluntarily participates in the Odyssey Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose.

5.4 **No Requirement to Participate**: No Officer shall be expected to or requested, required, or instructed by any Odyssey Official, the Supervising Resource Officer, or any other County employee to participate in the Extracurricular Assignment Program.

5.5 **Fair Labor Standards Act Compliance**: The County and Odyssey believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p). However, if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then Odyssey shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period.

6. Assignment of Officers

6.1 **Assignment Process:** The Sheriff's Office shall institute a process by which law enforcement officers may be

a) considered for immediate assignment to Odyssey or

b) placed on a list of potential law enforcement officers who would be eligible for assignment to Odyssey so that vacancies might be filled promptly.

6.2 **Objection to Appointment**: Odyssey may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with Odyssey, then the Superintendent or designee shall notify the Sheriff in writing of the specific reason(s) for the objection. The Superintendent or designee and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. However, the final determination of appointment shall lie with the Sheriff.

6.3 **Eligibility List**: Assignment to the eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the list will be assigned to an Odyssey position. Generally, law enforcement officers whose names are on the list will be appointed to serve in Odyssey assignments unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to:

a) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate for such an assignment;

b) in the opinion of the Sheriff, another law enforcement officer is determined to be more suitable for assignment;

c) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or

d) the number of officers on the eligibility list exceeds the number of available positions with Odyssey, according to this Agreement.

7. Removal of Officers

7.1 Odyssey may request the removal of any Officer assigned to one of its campuses through the following means:

a) **Performance or Employment Related Concerns**: If an assigned Officer is no longer agreeable to Odyssey due to performance or other employment-related concerns, the Superintendent or designee shall notify the Sheriff in writing of the specific reason(s) for the concerns. If the Sheriff agrees there are performance or other employment-related issues, he will counsel with the Officer and attempt to address those issues within seven days. If the Officer's performance or other employment-related concerns are not corrected to the satisfaction of Odyssey, the Superintendent or designee will again express the reasons for his/her concern. The Superintendent or designee and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

b) **Allegations of Serious Misconduct**: In the event an allegation of serious misconduct has been made against an Officer, the Superintendent or designee shall notify the Sheriff in writing, and upon request by the Superintendent or designee, the Officer shall be temporarily removed or reassigned under this Agreement pending the Sheriff's Office internal investigation into the allegation.

7.2 Within seventy-two (72) hours after any removal, the County shall provide Odyssey with a replacement Officer. If the replacement Officer is not agreeable to Odyssey, the

Superintendent shall notify the Sheriff in writing, specifying the reasons for disapproval. The Parties shall meet to discuss the reasons in an attempt to reach a consensus.

7.3 If the Sheriff concludes after the internal investigation that the allegations of misconduct are untrue, he shall present his findings to the Superintendent or designee, who shall consider whether the Officer may return to Odyssey. If the Superintendent or designee determines that the Officer shall not return, he/she shall notify the Sheriff in writing, stating the reasons for this determination. The Parties shall meet to discuss the reasons in an attempt to reach consensus, but the ultimate decision regarding the Officer's reassignment shall remain with the Sheriff.

7.4 The Sheriff shall notify the Superintendent or designee in writing if any Officer assigned to Odyssey is placed under investigation by the Sheriff's Office or any other law enforcement agency.

8. Substitution of Officers

8.1 In the event a regularly assigned officer is expected to take permissible leave or extended leave, Odyssey will be responsible for providing a substitute officer during this period. The Sheriff or his designee will notify the Superintendent or designee of the leave and its anticipated duration.

9. Employment Status

9.1 Officers assigned under this Agreement shall remain employees of the County and shall be entitled to benefits afforded regular County employees. Such entitlement shall not affect the payment consideration by Odyssey under this Agreement.

9.2 No Officer shall maintain an employment relationship with Odyssey while assigned by the County under this Agreement.

10. Personnel and Time Records

10.1 Personnel records for all Officers assigned under this Agreement shall be maintained by the County through the Sheriff's Office.

10.2 Official time records for all Officers assigned under this Agreement shall be maintained by the County using standard payroll processing methods. These records shall serve as the basis for invoices for services rendered under this Agreement.

10.3 Officers shall be paid a bi-weekly salary based on a standard 14-day work period of 86 hours, as defined by the Fair Labor Standards Act. Appropriate deductions for paid and unpaid leave, as well as additions for overtime or other adjustments, shall be made. The

County shall provide copies of payroll records showing all exceptions, in either paper or electronic format, along with each invoice sent to Odyssey for payment.

10.4 Odyssey may utilize a system to record the hours Officers are present and working at Odyssey campuses. This system shall not be considered an official payroll record nor used for billing purposes, but may be used for attendance tracking and validation of invoices.

11. County Resources

11.1 Officers assigned under this Agreement shall have reasonable access to the following divisions of the Sheriff's Office to support their policing functions:

a) Identification and Criminal Record-Keeping;
b) Criminal Investigations;
c) Training; and
d) Communications Division.

11.2 The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the Officers' policing functions upon specific request and consultation with the Supervising Liaison Officer.

11.3 Uniforms, cellular phones, and radio equipment shall be provided to Officers by the Sheriff's Office, and the costs incurred for these items shall be paid by Odyssey in accordance with Exhibit B.

12. Odyssey Resources

12.1 Access to the District's technology system through desktop computers, laptop computers, or tablet computers.

12.2 Reasonable office supplies and workspace necessary for the Officers to perform their duties.

12.3 Access to the District's electronic mail system, including the issuance of an electronic mail address to each Officer.

12.4 The use of District-owned technology and resources is subject to the following conditions:

a) All Officers shall comply with the District's policies and procedures regarding the use of District technology and electronic communication, including but not limited to Board Policy DH(LOCAL), CQ(LOCAL), and CQ(Regulation).

b) Officers are strictly prohibited from communicating with students via text messaging or any form of social media unless such communication is conducted in the course of bona fide law enforcement activity or school safety

13. Consideration

13.1 Odyssey shall compensate the County for the services rendered under this Agreement as mutually agreed upon in writing by the Parties.

13.2 The County's fiscal year is October 1 to September 30, and the County adopts a yearly budget effective October 1 of each year. Odyssey shall agree upon the adopted compensation rates for each year, and the Sheriff shall send notice to Odyssey of the adopted compensation to be paid no later than November 1st of each year.

13.3 The County shall submit invoices to Odyssey for services provided, and Odyssey shall pay such invoices within thirty (30) days of receipt. Following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall include copies of time records for each Officer according to the Personnel & Time Records section of this Agreement. Said invoice and time records shall be forwarded by the County through its Auditor's Office to Odyssey for payment.

13.4 Odyssey shall pay each monthly invoice per Texas Government Code Chapter 2251. In the event a dispute arises between the County and Odyssey concerning a portion of any invoice, Odyssey agrees that only payment of the disputed amount may be retained by Odyssey, and such retention may be withheld only until the disputed matter is resolved. Payment of the resolved disputed balance will also be paid per Texas Government Code Chapter 2251. The parties agree to put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

13.5 Odyssey acknowledges that time is of the essence regarding each payment. If the County does not receive Odyssey's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. Odyssey will not be relieved of any payment to County that is due and unpaid as of the date of termination.

13.6 Odyssey agrees to pay the County for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement, according to the rates and fees outlined in Exhibit B.

13.7 Permissible Leave shall not exceed five (5) consecutive sick leave or workers' compensation leave days per occurrence and a total of 24 days or 192 hours per contract

year, per Officer. Paid holidays shall be considered Permissible Leave but shall not count towards the limitations set forth herein.

13.8 Odyssey shall pay for the actual hours worked by replacement Officers for any Permissible Leave taken by an Officer in addition to the Permissible Leave hours of the absent Officer.

13.9 In the event an Officer works overtime hours, the County shall be reimbursed for the appropriate overtime rate, calculated as an additional one-half of the Officer's total hourly rate, including benefits costs, and certificate pay, as shown in Exhibit B.

13.10 Odyssey shall not require any Officer to take Compensatory time in lieu of overtime unless such Compensatory time does not count toward the limitations on Permissible Leave. Compensatory time accruals shall be limited to 160 hours per Officer, and payouts of accrued compensatory time upon separation shall be billable to Odyssey.

14. Leave/In-Service Training

14.1 The Officers shall require annual in-service training, which will be provided by the County with costs paid by Odyssey per Exhibit B. Odyssey may require additional in-service training as appropriate, and Odyssey will be responsible for the cost of any such additional training. Hours expended by Officers in attending such training shall be considered hours worked under this Agreement.

14.2 Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year, subject to the limitation on Permissible Leave as outlined in Section 12 Consideration above.

15. Vehicles

15.1 Odyssey shall provide all required vehicles for each Officer's use during the time they are performing services for Odyssey. Odyssey shall make such vehicles available to the Officers to the extent Odyssey deems necessary and appropriate for the performance of duties under this Agreement.

15.2 All Officers will be permitted to take a vehicle if within a 20-mile radius from district boundaries. Odyssey will provide all required fuel and maintenance for the vehicles, as well as all emergency equipment required for all marked vehicles.

15.3 Odyssey agrees to carry third-party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount

not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq.

15.4 Any damage to the vehicle caused by the County while being operated that does not involve law enforcement services to Odyssey under this Agreement and is repaired by Odyssey will be reimbursed as a credit to Odyssey. Odyssey will need to submit a copy of the repair invoice to receive the credit, which will be issued as a credit to the school liaison invoice for Odyssey.

16. Supervising Resource Officer

16.1 One of the Officers furnished by the County shall be appointed to serve as the Supervising Resource Officer between Odyssey and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers.

16.2 The Supervising Liaison Officer will be shared among the Safe Schools South Division Districts and, as such, will be billed as a shared cost to the Districts.

- TCISD – Forty-nine and fifty Percent (49.50 %)
- DISD – Forty-nine and fifty Percent (49.50 %)
- Odyssey Academy – One Percent (1%)

17. Term and Termination

17.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.

17.2 In the event of termination, Odyssey shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.

17.3 This Agreement may be renewed upon mutual agreement of the Parties.

18. Early Termination

18.1 This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

19. Renewal Period

19.1 This Agreement may be renewed if Odyssey gives notice of its intention to renew within ninety (90) days before the end of this Agreement and the County agrees to the renewal.

Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

20. Governing Law

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Miscellaneous Provisions

21.1 **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and negotiations.

21.2 **Amendments**: This Agreement may be amended only in writing signed by both Parties.

21.3 **Severability**: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21.4 **Notices**: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, electronically (e-mail) or sent by certified mail, return receipt requested, to the addresses set forth below:

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

To Odyssey:
Odyssey Academy
Attn: Superintendent
2412 61st Street
Galveston, TX 77551
jgoodman@odyssey-academy.com

With a Copy to:
Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street
Galveston, TX 77551

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Mark Henry, County Judge

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Attest:

Dwight D. Sullivan, County Clerk

Odyssey Academy

Dr. Jennifer Goodman, Superintendent

Exhibit A Odyssey Extracurricular Assignment Program

Purpose

The Program is established to provide law enforcement and security services at Odyssey events, activities, and programs that occur outside of regular school hours.

Staffing

The Program shall be staffed by licensed law enforcement officers from various law enforcement agencies within Galveston County who apply to be placed on Odyssey's list of officers willing and available for service in the Program.

Administration

The Odyssey Superintendent or designee shall oversee the administration of the Program and shall ensure its efficient operation.

Notification

The Superintendent or designee shall notify all law enforcement agencies located within Odyssey's territory of the Program, invite all interested law enforcement personnel to apply for participation, and accept qualified participants in a consistent manner without favoritism toward any particular law enforcement agency.

Voluntary Participation

Participation in the Program shall be strictly voluntary. Officers employed by Galveston County may voluntarily elect to apply for participation in the Program; however, no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Independent Contractor Status

Officers selected to work for the Program, regardless of their police jurisdiction or regular employment, shall be considered independent contractors engaged to fulfill security functions at specified events.

Selection of Officers

The selection of officers to work for the Program shall be made by the Superintendent or designee on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the Odyssey-approved list of Program officers.

Compensation

Officers who perform services for Odyssey under the Program shall be compensated at a rate established by Odyssey.

Tax Responsibilities

All officers participating in the Program shall be responsible for their income tax reporting and payment responsibilities as independent contractors.

Exhibit B – Compensation Schedule

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary grade/step as follows:

Position	Grade/Step	FY 2025 Salary
Deputy Sheriff I	**516B**	**$58,195.00**
Deputy Sheriff II	**518B**	**$63,345.00**
Deputy Sheriff III	**520B**	**$68,495.00**
Deputy Sheriff IV	**521**	**$71,070.00**
Deputy Sheriff V	**522**	**$73,645.00**
Detective/Investigator/Corporal	**524**	**$83,945.00**
Sergeant Sheriff	**525**	**$89,095.00**
Lieutenant Sheriff	**527**	**$99,395.00**
Captain Sheriff	**530**	**$116,695.00**

Number of assigned officers:
Two (2) Officers, to perform the services described herein. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

Hourly Rate for each Officer is calculated by dividing each Officer's salary by 2236.

The Total Hourly Rate for each Officer is calculated as follows:

(Hourly Rate) x (1.2128 [variable benefits]) + $5.16 [fixed benefits] = Total Hourly Rate

Longevity: $10 per month per year of service

Monthly certification pay rates are:

Intermediate	Advanced	Master
$50.00	$100.00	$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
$853.00	$440.00	$50.00	$720.00

Administrative Fee will not exceed 1% of the total monthly bill

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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:** 7/25/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** Yes
4) **Department Name: Sheriff's Office**
5) **Department Contact: Melencio Villarreal**
6) **Description: Interlocal Government Agreement for school contract**

7) **PEID No: 721704**
8) **Req No:**
9) **Orgkey:**
10) **Object Code:**
11) **Vendor: Texas City ISD**
12) **Vendor Contract No: CM20389**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #: 1101**
15) **Current Year Budgeted: FY2025 -2026**
16) **Current Year Projected: $1,955,454**
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: 230643**

NOTES: HB1295 not required

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	7/28/25 9:34 am
2	Melissa Fleming	Approve	7/28/25 4:16 pm
3	Veronica Van Horn	Approve	7/29/25 8:13 am
4	Diana Huallpa	Approve	7/29/25 1:48 pm
5	Sergio Cruz	Approve	7/30/25 10:35 am
6	Veronica Van Horn	Approve	8/4/25 11:25 am

State of Texas §
§
County of Galveston §

Interlocal Governmental Agreement for School Resource Officer Program

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the ___ day of _____, 2025, by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas (the "County"), and **TEXAS CITY INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (the "District"). The County and the District may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties are authorized to enter into this Agreement according to Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, the District desires to enhance the safety and security of its campuses and school-related activities; and

WHEREAS, the County is willing to provide law enforcement services through its Deputy Sheriffs to assist the District in fulfilling its safety and security objectives.

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

1. Scope of Services

1.1. The County shall provide routine law enforcement activities to be performed primarily on the campuses and periphery of the District's campuses by Galveston County Deputy Sheriffs (hereinafter referred to as "Officers").

1.2. The County and the District shall agree on a total of assigned officers to perform the services described herein, designated in Exhibit B. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

1.3. During the hours assigned to perform law enforcement services for the District under this Agreement, all Officers shall perform their duties solely for the benefit of the District and shall not engage in work for any other entity or person.

1.4. Should the Sheriff or his designee temporarily redeploy an Officer from the District, the District shall not be obligated to pay for any time during which an Officer is redeployed.

2. Command and Direction

2.1. Officers shall work under the direct command of the Supervising Resource Officer and the general direction of District officials, with all directives communicated through the Supervising Resource Officer unless impractical.

2.2. The District officials authorized to provide general direction and assignment include the Superintendent and the Principal of each school.

3. Overtime Work

3.1 Officers shall not be requested or required to work overtime at the District's expense, except under the following limited circumstances:

a) With prior consultation and approval of the Supervising Resource Officer or the Officer's designated Supervisor for law enforcement activities initiated during the Officer's scheduled workday.

b) To make a court-ordered appearance related to District business outside of regularly scheduled duty hours.

c) To complete investigations promptly that would otherwise be prejudiced by delay.

d) For unforeseen emergencies, including Officers who are "on call".

3.2 If unforeseen overtime is required, the Supervising Resource Officer and the Superintendent shall be notified as soon as practicable, and the hours worked shall be minimized.

3.3 If the performance of such overtime work results in compensable overtime under the Fair Labor Standards Act (FLSA), the District shall be responsible for the appropriate overtime rates for compensable hours worked.

4. Specific Duties of Officers

The Officers' specific duties shall include, but are not limited to:

a) Conducting investigations of criminal violations, excluding major criminal violations such as murder or sexual assault occurring on District property or at District-sponsored activities, except at District Extracurricular Activities, on or off District property.

b) Patrolling the periphery of District campuses to control narcotic/alcohol sale and use, gang-related activities, and other crimes, including those prohibited by Texas Education Code § 37.006(a), § 37.007, and §37.110.

c) Attending District-sponsored or school-related activities during school hours.

d) Working with faculty, administration, students, and parents to develop skills to detect the presence and dangers of narcotics and/or alcohol.

e) Providing security on District campuses for theft prevention, trespassing, and intrusion.

f) Responding to night and weekend calls for unlawfully entered District buildings.

g) Reporting open and unlawfully entered District buildings to the prescribed personnel.

h) Acting as a liaison with public safety authorities on school security matters.

i) Consult with District Administration on methods to increase security.

j) Complying with the District's policies and procedures, including those relating to the prohibition against the use of alcohol or drugs and required drug and alcohol testing outlined in District Board policies and administrative regulations, to the extent that there are no conflicts with policies of the Sheriff's Office or the County.

k) Upholding the laws of the State of Texas and performing duties required of peace officers under Texas law.

l) Preserving the peace within the Officer's jurisdiction by all lawful means.

m) Performing such other law enforcement duties as may be agreed upon by the Sheriff and District.

n) Texas Education Code 37.081(d-2): A school district may not assign or require as duties of a school district peace officer, a school resource officer, or security personnel:
   (1) routine student discipline or school administrative tasks; or
   (2) contact with students unrelated to the law enforcement duties of the peace officer, resource officer, or security personnel.

4.2. School-related activities are defined as activities that are in any way sponsored or officially sanctioned by the District, except Extracurricular Assignments as defined below.

4.3. Nonperformance of Specific Duties is excused to the extent that Specific Duties cannot be performed safely, efficiently, and effectively.

5. Extracurricular Assignments

5.1 For purposes of this Agreement, the term "Extracurricular Assignments" means law enforcement services provided by law enforcement personnel at District events that occur outside of their regularly scheduled duty day. Extracurricular Assignments are expressly excluded from the purview of this Agreement.

5.2 **Establishment of Program**: District shall establish and operate its program for the appointment of law enforcement personnel from various law enforcement jurisdictions to Extracurricular Assignments, as further described in Exhibit "A", separate and apart from this Agreement and independent of their employment with the County.

5.3 **Voluntary Participation**: To the extent that any Officer performing services under this Agreement voluntarily participates in the District Extracurricular Assignment Program, such Extracurricular Assignment shall be compensated under the terms of that Program and shall not be considered service under the terms of this Agreement for any purpose.

5.4 **No Requirement to Participate**: No Officer shall be expected to or requested, required, or instructed by any District Official, the Supervising Resource Officer, or any other County employee to participate in the Extracurricular Assignment Program.

5.5 **Fair Labor Standards Act Compliance**: The County and District believe that the Extracurricular Assignments Program is subject to the "Special detail work" exception to overtime requirements under the Fair Labor Standards Act pursuant to 29 USC § 207(p). However, if the performance of Extracurricular Assignment work results in any Officer(s) working overtime hours legally compensable by the County, and the Officer is classified as non-exempt under the Fair Labor Standards Act, then the District shall be responsible for the appropriate overtime rates for the compensable overtime hours worked in that work period.

6. Assignment of Officers

6.1 **Assignment Process:** The Sheriff's Office shall institute a process by which law enforcement officers may be

a) considered for immediate assignment to the District or

b) placed on a list of potential law enforcement officers who would be eligible for assignment to the District so that vacancies might be filled promptly.

6.2 **Objection to Appointment**: The District may object to the proposed appointment of any Officer to one of its campuses. In the event an Officer presented for appointment is not agreeable with the District, then the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the objection. The Superintendent and the Sheriff will meet and discuss the reason(s) for the objection in an attempt to reach a consensus on the matter. However, the final determination of appointment shall lie with the Sheriff.

6.3 **Eligibility List**: Assignment to the eligibility list shall not guarantee that a law enforcement officer whose name has been placed on the list will be assigned to a District position. Generally, law enforcement officers whose names are on the list will be appointed to serve in District assignments unless the Sheriff assigns the listed officers otherwise for reasons including, but not limited to:

a) the law enforcement officer is involved in some intervening event that, in the opinion of the Sheriff, would cause him/her to be ineligible or inappropriate for such an assignment;

b) in the opinion of the Sheriff, another law enforcement officer is determined to be more suitable for assignment;

c) in the opinion of the Sheriff, the law enforcement officer is better suited to serve in another capacity in the Sheriff's Office; or

d) the number of officers on the eligibility list exceeds the number of available positions with the District according to this Agreement.

7. Removal of Officers

7.1 The District may request the removal of any Officer assigned to one of its campuses through the following means:

a) **Performance or Employment Related Concerns**: If an assigned Officer is no longer agreeable to the District due to performance or other employment-related concerns, the Superintendent shall notify the Sheriff in writing of the specific reason(s) for the concerns. If the Sheriff agrees there are performance or other employment-related issues, he will counsel with the Officer and attempt to address those issues within seven days. If the Officer's performance or other employment-related concerns are not corrected to the satisfaction of the District, the Superintendent will again express the reasons for his/her concern. The Superintendent and the Sheriff will meet and discuss and attempt to reach a consensus on the matter.

b) **Allegations of Serious Misconduct**: In the event an allegation of serious misconduct has been made against an Officer, the Superintendent shall notify the Sheriff in writing, and upon request by the Superintendent, the Officer shall be temporarily removed or reassigned under this Agreement pending the Sheriff's Office internal investigation into the allegation.

7.2 Within seventy-two (72) hours after any removal, the County shall provide the District with a replacement Officer. If the replacement Officer is not agreeable to the District, the Superintendent shall notify the Sheriff in writing, specifying the reasons for disapproval. The Parties shall meet to discuss the reasons in an attempt to reach a consensus.

7.3 If the Sheriff concludes after the internal investigation that the allegations of misconduct are untrue, he shall present his findings to the Superintendent, who shall consider whether the Officer may return to the District. If the Superintendent determines that the Officer shall not return, he/she shall notify the Sheriff in writing, stating the reasons for this determination. The Parties shall meet to discuss the reasons in an attempt to reach consensus, but the ultimate decision regarding the Officer's reassignment shall remain with the Sheriff.

7.4 The Sheriff shall notify the Superintendent in writing if any Officer assigned to the District is placed under investigation by the Sheriff's Office or any other law enforcement agency.

8. Substitution of Officers

8.1 The Sheriff may make personnel changes and is not obligated to furnish any particular Officer. Officers considered for substitution shall go through the Assignment of Officers process described herein.

8.2 In the event a regularly assigned Officer is expected to take extended leave (excluding Permissible Leave as defined below), the Sheriff shall notify the Superintendent of the leave and its anticipated duration. The Sheriff shall make reasonable efforts to assign a suitable substitute Officer. If a substitution cannot be made, the Sheriff shall notify the Superintendent. The District shall not be responsible for payment of leave time exceeding the periods defined as Permissible Leave.

9. Employment Status

9.1 Officers assigned under this Agreement shall remain employees of the County and shall be entitled to benefits afforded regular County employees. Such entitlement shall not affect the payment consideration by the District under this Agreement.

9.2 No Officer shall maintain an employment relationship with the District while assigned by the County under this Agreement.

10. Personnel and Time Records

10.1 Personnel records for all Officers assigned under this Agreement shall be maintained by the County through the Sheriff's Office.

10.2 Official time records for all Officers assigned under this Agreement shall be maintained by the County using standard payroll processing methods. These records shall serve as the basis for invoices for services rendered under this Agreement.

10.3 Officers shall be paid a bi-weekly salary based on a standard 14-day work period of 86 hours, as defined by the Fair Labor Standards Act. Appropriate deductions for paid and unpaid leave, as well as additions for overtime or other adjustments, shall be made. The County shall provide copies of payroll records, in either paper or electronic format, along with each invoice sent to the District for payment.

10.4 The District may utilize a system to record the hours Officers are present and working at District campuses. This system shall not be considered an official payroll record nor used for billing purposes, but may be used for attendance tracking and validation of invoices.

11. County Resources

11.1 Officers assigned under this Agreement shall have reasonable access to the following divisions of the Sheriff's Office to support their policing functions:

a) Identification and Criminal Record-Keeping;
b) Criminal Investigations;
c) Training; and
d) Communications Division.

11.2 The Sheriff may, at his discretion, temporarily make other Sheriff's Office resources available to support the Officers' policing functions upon specific request and consultation with the Supervising Resource Officer.

11.3 Uniforms and radio equipment shall be provided to Officers by the Sheriff's Office, and the costs incurred for these items shall be paid by the District in accordance with Exhibit B.

12. District Resources

12.1 Access to the District's technology system through desktop computers, laptop computers, or tablet computers.

12.2 Reasonable office supplies and workspace necessary for the Officers to perform their duties.

12.3 District-owned cellular/mobile telephones for use in connection with Officers' duties.

12.4 Access to the District's electronic mail system, including the issuance of an electronic mail address to each Officer.

12.5 The use of District-owned technology and resources is subject to the following conditions:

a) All Officers shall comply with the District's policies and procedures regarding the use of District technology and electronic communication, including but not limited to Board Policy DH(LOCAL), CQ(LOCAL), and CQ(Regulation).

b) Officers are strictly prohibited from communicating with students via text messaging or any form of social media unless such communication is conducted in the course of bona fide law enforcement activity or school safety.

13. Consideration

13.1 The District shall compensate the County for the services rendered under this Agreement as mutually agreed upon in writing by the Parties.

13.2 The County's fiscal year is October 1 to September 30, and the County adopts a yearly budget effective October 1 of each year. The District shall agree upon the adopted compensation rates for each year, and the Sheriff shall send notice to the District of the adopted compensation to be paid no later than November 1st of each year.

13.3 The County shall submit invoices to the District for services provided, and the District shall pay such invoices within thirty (30) days of receipt. Following the end of each calendar month, but not earlier than the completion of any pay period in progress at the end of each calendar month, the County shall prepare an invoice for services rendered under this Agreement for the previous month. The invoice shall include copies of time records for each Officer according to the Personnel & Time Records section of this Agreement. Said invoice and time records shall be forwarded by the County through its Auditor's Office to the District for payment.

13.4 The District shall pay each monthly invoice per Texas Government Code Chapter 2251. In the event a dispute arises between the County and the District concerning a portion of any invoice, the District agrees that only payment of the disputed amount may be retained by the District, and such retention may be withheld only until the disputed matter is resolved. Payment of the resolved disputed balance will also be paid per Texas Government Code Chapter 2251. The parties agree to put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

13.5 The District acknowledges that time is of the essence regarding each payment. If the County does not receive the District's payment in a timely manner, this Agreement may, at the option of the County, be immediately terminated. The District will not be relieved of any payment to County that is due and unpaid as of the date of termination.

13.6 The District agrees to pay the County for actual hours worked by Officers, as well as for Permissible Leave hours during the term of this Agreement, according to the rates and fees outlined in Exhibit B.

13.7 Permissible Leave shall not exceed five (5) consecutive sick leave or workers' compensation leave days per occurrence and a total of 24 days or 192 hours per contract year, per Officer. Paid holidays shall be considered Permissible Leave but shall not count towards the limitations set forth herein.

13.8 The District shall pay for the actual hours worked by replacement Officers for any Permissible Leave taken by an Officer in addition to the Permissible Leave hours of the absent Officer.

13.9 In the event an Officer works overtime hours, the County shall be reimbursed for the appropriate overtime rate, calculated as an additional one-half of the Officer's total hourly rate, including benefits costs, and certificate pay, as shown in Exhibit B.

13.10 The District shall not require any Officer to take Compensatory time in lieu of overtime unless such Compensatory time does not count toward the limitations on Permissible Leave. Compensatory time accruals shall be limited to 160 hours per Officer, and payouts of accrued compensatory time upon separation shall be billable to the District.

14. Leave/In-Service Training

14.1 The Officers shall require annual in-service training, which will be provided by the County with costs paid by the District per Exhibit B. The District may require additional in-service training as appropriate, and the District will be responsible for the cost of any such additional training. Hours expended by Officers in attending such training shall be considered hours worked under this Agreement.

14.2 Training and annual leave will be permitted between the day following the last day of the Spring term until the day preceding the beginning of the new Fall term in that same year, subject to the limitation on Permissible Leave as outlined in Section 12 Consideration above.

15. Vehicles

15.1 The District shall provide all required vehicles for each Officer's use during the time they are performing services for the District. The District shall make such vehicles available to the Officers to the extent the District deems necessary and appropriate for the performance of duties under this Agreement.

15.2 All Officers will be permitted to take a vehicle home, if within a 30-mile radius from district boundaries. The District will provide all required fuel and maintenance for the vehicles, as well as all emergency equipment required for all marked vehicles.

15.3 The District agrees to carry third-party liability insurance on all vehicles driven by Officers. The County will be named as an additional insured. The policies must be in an amount not less than the maximum amount of liability to which the County may be exposed by virtue of Chapter 101, Texas Civil Practice and Remedies Code, et seq.

15.4 Any damage to the vehicle caused by the County while being operated that does not involve law enforcement services to the District under this Agreement and is repaired by the District will be reimbursed as a credit to the District. The District will need to submit a copy of the repair invoice to receive the credit, which will be issued as a credit to the school liaison invoice for the District.

16. Supervising Resource Officer

16.1 One of the Officers furnished by the County shall have the rank of Captain and shall be appointed to serve as the Supervising Resource Officer between the District and the Sheriff's Office. Such Officer shall be subject to removal in the same manner as other Officers.

16.2 The Supervising Resource Officer may be shared among the Safe Schools South Division Districts and, as such, will be billed as a shared cost to the Districts.

- TCISD – Forty-nine and fifty Percent (49.50 %)
- DISD – Forty-nine and fifty Percent (49.50 %)

- Odyssey Academy – One Percent (1%)

17. Term and Termination

17.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years, unless terminated earlier by either party upon thirty (30) days' written notice to the other party.

17.2 In the event of termination, the District shall remain liable for payment for all services rendered under this Agreement before the effective date of termination.

17.3 This Agreement may be renewed upon mutual agreement of the Parties.

18. Early Termination

18.1 This Agreement may be terminated with or without cause or for convenience by either party upon thirty (30) days' prior written notice to the other party.

19. Renewal Period

19.1 This Agreement may be renewed if the District gives notice of its intention to renew within ninety (90) days before the end of this Agreement and the County agrees to the renewal. Upon notice being given, the parties will renegotiate and redraft this Agreement to accommodate any changes in cost and/or services as may be required.

20. Governing Law

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Miscellaneous Provisions

21.1 **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings, and negotiations.

21.2 **Amendments**: This Agreement may be amended only in writing signed by both Parties.

21.3 **Severability**: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21.4 **Notices**: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, electronically (e-mail) or sent by certified mail, return receipt requested, to the addresses set forth below:

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

To District:
Texas City Independent School District
Attn: Superintendent
1700 Ninth Avenue North
Texas City, TX 77590
mduarte@tcisd.org

With a Copy to:
Galveston County Sheriff's Office
Attn: Chief Deputy Villarreal
601 54th Street
Galveston, TX 77551
Melencio.villarreal@co.galveston.tx.us

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement as of the date first above written.

County of Galveston, Texas

Mark Henry, County Judge

Attest:

Dwight D. Sullivan, County Clerk

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Texas City Independent School District

Dr. Melissa Duarte, Superintendent

Texas City Board of Trustees

Lori Carnes, President

Attest:

Adriana Lyle, Secretary

Exhibit A TCISD Extracurricular Assignment Program

Purpose

The Program is established to provide law enforcement and security services at TCISD events, activities, and programs that occur outside of regular school hours.

Staffing

The Program shall be staffed by licensed law enforcement officers from various law enforcement agencies within Galveston County who apply to be placed on TCISD's list of officers willing and available for service in the Program.

Administration

The TCISD Deputy Superintendent, Support Services shall oversee the administration of the Program and shall ensure its efficient operation.

Notification

The Supervising Resource Officer or his designee shall notify all law enforcement agencies located within TCISD's territory of the Program, invite all interested law enforcement personnel to apply for participation, and accept qualified participants in a consistent manner without favoritism toward any particular law enforcement agency.

Voluntary Participation

Participation in the Program shall be strictly voluntary. Officers employed by Galveston County may voluntarily elect to apply for participation in the Program; however, no officer shall be guaranteed any assignment to the Program or promised any number of hours of work under the Program.

Independent Contractor Status

Officers selected to work for the Program, regardless of their police jurisdiction or regular employment, shall be considered independent contractors engaged to fulfill security functions at specified events.

Selection of Officers

The selection of officers to work for the Program shall be made by the Supervising Resource Officer or his designee on a non-discriminatory basis from the pool of officers who have volunteered for such duty and are on the TCISD-approved list of Program officers.

Compensation

Officers who perform services for TCISD under the Program shall be compensated at a rate established by TCISD.

Tax Responsibilities

All officers participating in the Program shall be responsible for their income tax reporting and payment responsibilities as independent contractors.

Exhibit B – Compensation Schedule

Galveston County has adopted a Career Path program for law enforcement. Compensation for each Officer will be calculated according to his or her individual Career Path step and corresponding salary

grade/step as follows:

Position	Grade/Step	FY 2025 Salary
Deputy Sheriff I	516B	$58,195.00
Deputy Sheriff II	518B	$63,345.00
Deputy Sheriff III	520B	$68,495.00
Deputy Sheriff IV	521	$71,070.00
Deputy Sheriff V	522	$73,645.00
Detective/Investigator/Corporal	524	$83,945.00
Sergeant Sheriff	525	$89,095.00
Lieutenant Sheriff	527	$99,395.00
Captain Sheriff	530	$116,695.00

Number of assigned officers:
Eighteen (18) Officers to perform the services described herein. Each Officer shall work up to a total of 2236 hours per year, inclusive of permissible leave.

Hourly Rate for each Officer is calculated by dividing each Officer's salary by 2236.

The Total Hourly Rate for each Officer is calculated as follows:

(Hourly Rate) x (1.2128 [variable benefits]) + $5.16 [fixed benefits] = Total Hourly Rate

Longevity: $10 per month per year of service

Monthly certification pay rates are:

Intermediate	Advanced	Master
$50.00	$100.00	$150.00

In addition, the following fees and charges will be billed per Officer per contract year, prorated monthly:

Uniforms	Training	Cellular	Radio
$853.00	$440.00	Paid by District	$868.00

Administrative Fee will not exceed 1% of the total monthly bill

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

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

Contract Approval Request Form

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

1) **Date of Request:** 8/4/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Facilities**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration for authorization to utilize cooperative purchasing in lieu of competitive bidding requirements for roof replacement at Mosquito Control Aviation Department on behalf of the Facilities Department submitted by the Purchasing Agent.**

7) **PEID No: 720745**
8) **Req No:**
9) **Orgkey: 1101170100**
10) **Object Code: 5700000**
11) **Vendor: Garland/ DBS, Inc.**
12) **Vendor Contract No: R230401**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $171,980.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 11/1/2023
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 10/31/2026
26) **Contract # Issued by Purchasing Department: 231343**

NOTES: Region 4 ESC # R230401, valid until 10/31/2026 - HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	8/4/25 11:51 am
2	Misty Witmer	Approve	8/4/25 12:07 pm
3	Melissa Fleming	Approve	8/4/25 4:39 pm
4	Veronica Van Horn	Approve	8/5/25 5:21 pm
5	Diana Huallpa	Approve	8/7/25 9:27 am
6	Sergio Cruz	Approve	8/7/25 3:52 pm
7	Veronica Van Horn	Approve	8/7/25 4:03 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 4, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Request to Utilize Cooperative Purchasing Agreement Region 4 ESC TX R230401

Gentlemen:

The Commissioners' Court is respectfully requested to grant authorization to utilize a state of Texas-approved cooperative purchasing program as referenced in Texas Local Government Code, Section 271.102, Cooperative Purchasing Program. This authorization would allow procurement of roofing material and services for Facilities without adhering to the competitive bidding requirements specified in Chapter 262.023 – Competitive Requirements.

The Purchasing Department has reviewed this request and recommends approval. Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Galveston County
Mosquito Control Aviation Dept
Comanche St
Galveston, Texas 77554

Date Submitted: 07/29/2025
Proposal #: 23-TX-250009
Region 4 ESC TX Contract Number: R230401

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Region 4 Education Service Center and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Completely remove existing roof covering and all associated sheet metal flashings and trim, down to the lightweight insulating concrete deck.
2. Mechanically attach new 1.5" polyisocyanurate board insulation and 0.5" DensDeck Prime cover board.
3. Fully heat fuse one ply of smooth-surfaced, HPR Torch Base Sheet to the prepared substrate, starting at the low point of the roof and working upward.
4. Fully heat fuse one ply of highly reflective, mineral-surfaced, Stressply IV Plus UV Mineral cap sheet in shingled fashion. All side and end laps shall be staggered and offset.
5. Install new, pre-manufactured R-Mer Force perimeter edge metal system and new pre-finished gutter and downspouts.
6. Fabricate and install new miscellaneous stainless steel sheet metal flashing components.
7. Furnish contractor's 2-year labor and workmanship guarantee.
8. Furnish manufacturer's 30-year NDL weathertight warranty.
9. Provide manufacturer's 3-day per week job-site progress inspections at no additional cost.

Proposal Price Based Upon Market Experience:	**$ 171,980**

Garland/DBS Price Based Upon Local Market Competition:

SCR Contracting LLC	**$**	**171,980**
F.W. Walton, Inc	$	182,561
Atlas Universal Inc	$	185,832

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is included to which it obtains to the scope of work.
4. Interior Temporary protection is excluded.
5. Prevailing Wages are excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Connor Kenosh

Connor Kenosh
Garland/DBS, Inc.
(216) 430-3527

Region 4 Education Service Center (ESC)

Contract # R230401

for

ROOFING PRODUCTS, SERVICES AND JOB-ORDER-CONTRACTING (JOC) SERVICES

with

Garland/DBS, Inc.

Effective: November 1,2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Garland/DBS, Inc. effective November 1, 2023:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2023 by and between Garland/DBS, Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Roofing Products, Services and Job-Order-Contracting (JOC) Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 23-04 for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all reasonable expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Garland / DBS, Inc.

Address: 3800 E. 91st Street

City/State/Zip: Cleveland, OH 44105

Telephone No.: (216) 641-7500

Email Address: blambert@garlandind.com

Printed Name: Brian Lambert

Title: President, Garland/DBS, Inc.

Authorized signature: Brian Lambert

Accepted by Region 4 ESC:

Contract No. R230401

Initial Contract Term 11/1/2023 to 10/31/2026

Carmen T. Moreno
Region 4 ESC Authorized Board Member

10/24/23
Date

CARMEN T. MORENO
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Draft Contract 11.c.	Delivery/Service Failures	Add "reasonable" to final sentence: ..."for all reasonable expenses incurred."	Accepted
Draft Contract 30.	Indemnity	Add "negligent" to first sentence..."resulting from the negligent actions of the Contractor..."	Not Accepted
Draft Contract 1.	Term of Agreement	Prefer 1-year contract with four subsequent 1-year renewals to align with rcomntract requirements outside the state of Texas	Not Accepted
RFP Page 23	Numbering of line items	Numbering in restoration section goes from 11 to 2 to 13. For clarity used line item 12.	Accepted

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 23-04

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for
Roofing Products, Services and Job-Order0Contracting (JOC) Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Roofing Products, Services and Job-Order-Contracting (JOC) Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Roofing Products, Services and Job-Order0Contracting (JOC) Services. Addendum No. 1 is hereby issued as follows:

This Addendum No. 1 is hereby issued to UPDATE THE SUBMITTAL DEADLINE

1. Page 1, Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: TUESDAY, JUNE 27, 2023, 2:00 PM CENTRAL TIME

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Garland / DBS, Inc.

Contact Person Brian Lambert

Signature Brian Lambert

Date 6-20-23

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

3800 EAST 91st STREET • CLEVELAND, OHIO 44105-2197
p. (216) 641-7500 • f. (216) 641-0633 • 800-321-9336 • garlandco.com

June 20th, 2023

Business Operations Specialist
Region 4 ESC office
7145 West Tidwell Rd.
Houston, TX 77092

Subject: Sealed bid- Solicitation Number 23-04 Roofing Products, Services and Job-Order-Contracting (JOC) Services

Dear Business Operations Specialist:

Garland/ DBS, Inc. is grateful for the opportunity to submit the enclosed bid response package to the Region 4 ESC in response to Solicitation 23-04 Roofing Products, Services and Job-Order- Contracting (JOC) Services.

Prior and concurrent to this solicitation, Garland /DBS Inc been privileged to work with many OMNIA Partners Participating Public Agency members through two previously awarded OMNIA Partners contracts. We have held an IFB led by Cobb County/ U.S. Communities for Roofing Supplies and Services, Waterproofing, and Related Products and Services. We also currently hold contract PW1925 through OMNIA Partners which was led by Racine County, WI. We welcome the opportunity to work with Region 4 ESC and OMNIA Partners with a new focus on Job-Order-Contracting. We are committed to the goals and objectives of this solicitation and would be honored to provide Region 4 ESC, OMNIA Partners and its members with the same commitment to:

- Transparent and accountable business practices from which all parties fairly benefit
- The belief that the best value can only be achieved when both the short-term and long-term objectives of public agencies are considered
- The economic health of local communities represented by the Participating Public Agencies
- Zero tolerance for material defects, missed deadlines and costly change orders
- Respectful appreciation for the front-line individuals most directly responsible for ensuring functional integrity and safety of America's public facilities

Should we be awarded the 2023 Roofing Products & Services and Job-Order-Contracting (JOC) Services contract, we will be providing totally integrated project delivery under a single long-term warranty, along with many distinctive programs and initiatives designed exclusively for the benefit of Participating Public Agencies, as defined in our proposal.

3800 EAST 91st STREET • CLEVELAND, OHIO 44105-2197
p. (216) 641-7500 • f. (216) 641-0633 • 800-321-9336 • garlandco.com

The following Executive Summary provides an Overview of our past performance in implementing our original and existing OMNIA Partners contracts. It also Identifies future new commitments for continually adding value for Participating Public Agencies, should we be awarded a new contract.

This bid package shall remain valid through the evaluation period of this solicitation. If you have any questions, please contact Garland President, Matt McDermott, at 216-430-3543, Director of Strategic Operations, Jordan Trimble, at 216-430-3534, or feel free to call me directly at 216-430-3647. Meanwhile, on behalf of our team, we would like to thank you for the opportunity to participate in this bid.

Sincerely,

Brian Lambert
President
Garland / DBS, Inc.

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INTRODUCTION

Garland/DBS, Inc has been serving Public Agencies as a Supplier through OMNIA Partners since 2010. During that period, we have successfully implemented thousands of projects across the United States. These have included turnkey new construction, replacement, restoration, and repair projects, as well as material-only orders.

Since our first Master Agreement, over 2,000 Participating Public Agencies have taken advantage of a wide range of the roofing and waterproofing solutions defined in our original proposals, in addition to many product and service innovations introduced post-award as the result of Garland Industries' ongoing research, development and acquisitions. Garland/DBS, Inc. ("Garland/DBS") remains grateful for the opportunity to bring the benefits of cooperative purchasing to our existing public sector customers, as well as for the many new doors that have been opened to us.

We are honored and excited to be considered to expand our cooperative offerings to Participating Public Agencies through the Region 4 JOC solicitation. We believe the single source of accountability that OMNIA Partners Participating Public Agencies have enjoyed for more than a decade will continue to provide benefit through this new contract. By providing Participating Public Agencies with one local and accountable point of contact for scheduling, delivery and long-term performance outcomes, we have won the respect and loyalty of the many entities with whom we have worked. All Garland customers are asked to submit a Customer Survey upon issuance of their warranty. With a response rate of 25 percent, our reps have been averaging 4.6 or higher out of 5 possible points in their performance.

Since receiving our first award, Garland/DBS, Inc.'s site-specific discounting has delivered significant savings to Participating Public Agency customers, at times 25 percent or more, in comparison with the Maximum Allowable Price in our original and current Master Agreements. Site-specific pricing encourages local contractors to competitively quote the labor portion of every project to Garland/DBS, Inc., creating an opportunity to provide site-specific discounts against the line-item installation pricing in our original bid packages.

Should we be awarded the Region 4 / OMNIA Partners JOC Contract, Garland/DBS is committed to growing the contract by introducing our capabilities to Participating Public Agencies we have not heretofore been able to serve through our existing Racine County / OMNIA Partners Contract, and by introducing this new offering to our existing public sector relationships.

Our organization was founded as a partnership of two Garland Industries, Inc. subsidiaries – The Garland Company, Inc. and Design-Build Solutions, Inc. Together, Garland/DBS, Inc. provides seamless project delivery:

- Through The Garland Company, Inc. –
    - o High-performance roofing and waterproofing materials for the exterior building envelope
    - o Field support from 212 highly-trained, locally-based Territory Managers across the U.S.
- Through Design-Build Solutions, Inc. –
    - o Comprehensive support services managed by an expert professional staff and delivered through a network of third-party architects, engineers, and roof consultants
    - o Turnkey general contracting services managed by a knowledgeable and experienced staff and performed locally by Garland's Authorized Contractor Network, which is continually expanding to ensure our public agency customers have the opportunity to work with their own preferred, locally based contractors
    - o Access to the product lines of an ever-expanding number of Garland Industries subsidiaries, which enables Participating Public Agencies to integrate a wide array of ancillary building envelope materials and services through streamlined turnkey deliveries and a single source of accountability for all aspects of the completed projects

In addition to the capabilities of The Garland Company, Inc. and Design-Build Solutions, Inc., the family of Garland companies encompasses over twenty additional subsidiaries dedicated to manufacturing and/or distributing materials and services for the commercial building envelope. Many of OMNIA Partners' existing Participating Public Agencies are already benefiting from these augmented capabilities and will continue to benefit from Garland Industries' on-going investments.

Our existing and future vertical integrations, which protect customers from service and material disruptions, and our new niche offerings, which expand Participating Public Agencies' access to new categories of best-in-class products, will add value for Region 4 and other public sector customers, should we be awarded this Agreement.

The value-added benefits of dealing with Garland/DBS, Inc., as demonstrated in the implementation of our original and existing contracts are summarized below in each **Past Performance** sub-section; it is our intention to continually expand upon those benefits if awarded a new contract, as summarized in each **Future Commitment** subsection that follows.

CULTURE

Past Performance **-** As an organization that is 100 percent owned by the men and women most directly responsible for fulfilling our commitments, Garland/DBS, Inc. rewards initiative, technical competency, and a service style of leadership. The benefits of this unique culture are most evident in the scores of field representatives providing front-line problem-solving support and assistance to public-sector Customers nationwide.

We have successfully performed thousands of turnkey projects with a 99.5 percent on-time completion rate. Further, not a single agency who we have served through our two Master Agreements has called upon Garland/DBS, Inc. to pay liquidated damages for any of their turnkey projects. Finally, there has not been a single project that has resulted in mediation, arbitration and/or litigation between Garland/DBS Inc. and a Participating Public Agency. Public sector Customers have included both large and small agencies in every category, including but not limited to:

- More than 200 counties
- More than 300 cities
- Nearly 500 K-12 school districts
- Over 100 colleges and universities
- Dozens of housing authorities

Garland Industries encompasses over 1,800 employees across 27 distinct companies. These numbers include Garland's growing local field force, which consists of 212 territory managers across the U.S., in addition to 55 representatives serving our UK and Canadian customers.

Future Commitment **-** We expect our growth in serving Participating Public Agencies to continue and accelerate, should we be afforded the opportunity to move forward with a new agreement, growing our organization as required to ensure all Region 4 ESC and OMNIA Partners expectations are met or surpassed in the years ahead.

QUALITY

Past Performance – In recent years, Participating Public Agencies served by Garland/DBS have benefited from several innovative product introductions and the addition of several new product categories. In addition, we have made significant investments in our manufacturing operations and infrastructure as part of our Continuous Improvement efforts to maximize throughput, minimize scrap, and serve our growing Customer base.

Specifically, Garland has expanded its commercial construction-related competencies, through acquisitions in the areas of surface, jobsite, and worker protection, as well as in exterior waterproofing and weather barrier materials. We have also invested in state-of-the-art internet-enabled sensors along our manufacturing line to provide real-time insights on line speed and quality to our manufacturing team.

In addition to the many new product offerings available through Garland Industries subsidiaries, Garland has introduced a number of roofing and waterproofing technologies, many of which offer eco-sensitive performance advantages. Garland was named a 2018 Evolution of Manufacturing honoree – an acknowledgement of our organization's responsiveness to the global community's demand for sustainable product development and quality control initiatives.

Product innovations introduced in the last four years include:

- [1] The world's first and only thermoset polyurethane-modified roofing membrane with the longest warranted life in the commercial roofing market – this product was the recipient of numerous awards, including *Architectural Products* magazine's Product Innovation Award
- A multi-purpose liquid waterproofing membrane that restores smooth and mineral-surfaced BURs and modified bitumen roofs
- A nontoxic cleaning solution for masonry
- An innovative standing seam roof system that sets a new standard of strength, durability and waterproofing performance, while providing exceptional wind uplift resistance
- A fleece-backed thermoplastic membrane reinforced with a high-tensile-strength polyester scrim, which is the longest lasting most durable membrane in its class
- A hybrid sealer that extends the service life of masonry surfaces
- A new self-adhering high-temperature underlayment for metal roof systems
- A unique and cost-effective flashless edge metal for protecting roof perimeters
- A hybrid acrylic joint sealant primer that maximizes the coverage rate and service life of Garland's full line of hybrid sealants
- A low-VOC, no-odor primer that improves the performance of solvent-based urethanes, water-based acrylics and aluminized asphaltic coatings
- A hot-applied asphalt-based seamless waterproofing membrane for between-slab waterproofing
- A self-leveling concrete repair material

[1] Ind cates susta nab e products that are part of the Gar and Greenhouse, ncorporat ng env ronmenta y respons b e features such as VOC-reduct on; ncorporat on of recyc ed, rap d y renewab e, or b o-based content; recyc ab ty; and s m ar eco-fr end y attr butes.

- A low-odor water-based reflective coating that includes a biocide package to reduce mold and fungus growth
- A low-odor, fluid-applied waterproofing solution designed to maintain, restore and upgrade the performance of aged modified bitumen, metal and single-ply roof systems
- A quick-curing two-component liquid flashing membrane to protect difficult roof details
- An exterior metal coating system with added corrosion protection

On the service side of the business:

- In 2018, our ISO classification was upgraded to the ISO 9001:2015 Quality Management System.
- Garland's quality assurance and communication program, GMAX (Garland Manufacturing Attention to Excellence), launched in 2016, is improving the safety, quality, inventory management and efficiency of manufacturing operations at Garland's Cleveland headquarters.
- The CLEAR™ (Comprehensive Laboratory Effective Analysis Reporting) program operated by Garland's R&D team to test and evaluate roof core samples is improving our ability to answer questions about system types and to identify the source of performance issues.
- Garland was awarded its first ever Cleveland Tech Award for the development of a Roof Builder app that allows customers to virtually build a roof, helping agency customers visualize a project and select specific components of the waterproofing system.
- In 2018, Garland/DBS, Inc. developed our own internal Logistics Department to focus on forecasting inventory needs. OMNIA Partners Participating Public Agencies are already benefiting from related supply chain efficiencies, including scheduling and transport improvements.
- A Roof Builder-type app, specific to roof coatings, was introduced in 2018, to educate and assist customers with the various solutions available for restoring their roof systems. This app helps customers visualize a project and select specific components for the most appropriate restoration solution.

By continually developing and introducing industry-leading products and services, Garland will provide Participating Public Agencies with compelling reasons to purchase from the Region 4 / OMNIA Partners contract.

Future Commitment – The Garland organization will continue to invest in its research, development, infrastructure and manufacturing operations in the years ahead. As we expand our scope to include products and services that improve the entire building exterior, we will continue to make rooftop longevity our top priority, understanding that the most effective sustainability strategy is one based on reducing the time between inevitable material replacements. We will continue to expand our capabilities in the areas of construction-site protection materials for surfaces and personnel and exterior waterproofing, both below-grade

and above-grade. These new materials and building-envelope product categories will be made available to OMNIA Partners' agencies as each innovation is commercialized. We firmly believe exterior building waterproofing solutions should last the lifetime of the buildings they protect – and we will not be satisfied until we achieve that goal.

Year-to-date, 2023 has marked one of Garland's most innovative and active product introduction years on record. In just the past six months we have commercialized:

- An innovative intumescent wood primer that creates a char-barrier when exposed to flame, protecting vulnerable wood decking and componentry in roof assemblies.
- A high-performance underlayment that, in addition to serving as an air barrier and vapor retarder, is engineered with a UV-reflective slip-resistant surface, allowing it to be used as a temporary roof for up to 180 days during ongoing construction.
- A modified bitumen membrane with proprietary polymer additive technology that improves mineral retention, providing even greater resistance to UV degradation that can minimize a roof's effectiveness over time.
- Extensions to its thermoplastic product family including a new spatter spray adhesive and pre-formed details that save contractors time and labor on a roofing project, as well as a new high-performance membrane that has greater fire resistance, UV reflectivity, and exceeds ASTM 6754 standards.
- A new standard in sustainable modified membranes, a breakthrough in commercial roofing that contains 27% pre- and post-consumer recycled content, bio-based materials, and "smog-eating" granules in the mineral surface that supply the same air quality benefit of 21 trees when applied to the square footage of a typical commercial roof.

We have also included in the price list accompanying this proposal details for our RAMP® and Dry Zone® services, which will provide Participating Public Agencies value-added systems for managing and servicing their exterior building envelope assets.

TRAINING

Past Performance **–** As a learning organization, Garland/DBS, Inc. makes continuous improvements in its training curriculum, with online courses, hands-on rooftop sessions, and classroom-style settings that cover best practices in roofing, customer support, and more. Specifically:

- In 2016, we opened a dynamic training facility, The Soliday Center, where newly hired Territory Managers have an opportunity to learn from seasoned professionals the specific needs of the markets we serve. With public sector work now representing 70 percent of

our annual sales volume, specialized training in the interlocal purchasing opportunity plays a critical role in our core curriculum.

- The Soliday Center includes a mock-up room where trainees can perform roof core cuts, build modified roofs and other systems, and perform tear-offs and replacements. This hands-on experience is accelerating the ability of new reps to tackle more ambitious projects, safely and competently, earlier in their careers.
- The six-month retrain class has been modified to include specifications, blueprints, partnering with design-build and engineering services, the use of Spec Wizard and more in-depth training on the expansive Garland product line.
- We've added an advanced training class where both newer (two-year) and senior reps (5+ years) can expand their knowledge of the public procurement process, warranties, budgeting, AIA presentations, and how to build lasting relationships with architects.
- A metals class, held at our IMETCO subsidiary, is now offered yearly and made available to both newer and senior reps who want to further develop their understanding of our metal roofing solutions, Garland's Dry Zone and Leak Response programs, wind uplift, building codes and approvals, wall panels and life-cycle costing. The IMETCO facility now includes a mock-up room where trainees can build a metal roof and a metal wall and get hands-on experience with air barriers, standing seam roofs, and the R-Mer Edge system.

We've also updated our Core Bags and Sample Kits for every rep, making it easier for them to respond more effectively to inspection and repair projects, and to better explain the differentiating benefits of various waterproofing approaches.

On the labor side of the business, the Garland Authorized Contractor network is carefully vetted by our Territory Managers and our internal finance team for integrity, reliability and transparency to ensure on-time, to-spec installations. Periodic construction site visits by Garland representatives trained on the application requirements of the systems being installed help to ensure every Participating Public Agency project will perform as warranted.

On the procurement process side of the business, our internal staff routinely handles calls from public sector officials across the country. We have become adept at educating the public sector on the advantages of cooperative purchasing from both a tactical and a strategic perspective. Our team's deep understanding of the governance, solicitation, evaluation, auditing and accountability processes used by OMNIA Partners in soliciting and implementing our existing Master Agreement has proven invaluable to both our reps and to that segment of the public sector that remains skeptical of the benefits and legitimacy of using interlocal procurement for construction-related purchases.

Future Commitment – Should we be awarded the Region 4 ESC / OMNIA Partners JOC contract, we will welcome the opportunity to enhance our business development, phone- and

field- support training with information specific to job-order contracting governance, solicitation, evaluation, auditing and accountability processes.

In addition, in the years ahead, we will continue to expand our online training, with an emphasis on product-specific application and roofing/waterproofing system-specific video training modules, which can be conveniently viewed in the field via mobile phone, tablet, or laptop computer. Understanding that even the highest quality materials will fail if not installed properly, we will continue to invest in tools that ensure quality craftsmanship for every installation. Even in those instances where agencies opt for material-only contracts, Garland/DBS, Inc. will ensure that a locally based representative oversees installation, providing local contractors with direct access to Garland's series of product installation videos (Application Excellence) and other tools so that all Garland materials are installed as specified.

We have also seen outstanding results from our collaborative training sessions with OMNIA Partners internal Member Relations staff in Franklin, TN, as well as OMNIA Partners representation at regional sales meetings across the country. Knowing that roofing and building envelope solutions are a unique product category, it has been invaluable working in partnership with the OMNIA Partners team to establish probing questions for Participating Public Agencies who may not be aware that they can utilize the Contract for construction projects. We look forward to the opportunity to expand this initiative with appropriate Region 4 ESC staff as well.

EXCEEDING EXPECTATIONS

Past Performance – The Garland quality policy states, quite simply: "If it can be done better, Garland will do it!" Continual improvement is integral to our business model.

- Nearly one hundred percent of projects contracted as part of our Racine County / OMNIA Partners award have been delivered on time and all projects were delivered within the performance expectations of the Participating Public Agencies.
- Less than 1% of projects resulted in delays beyond the project's scheduled delivery date.
- Since being awarded our first Master Agreement in 2010, there has not been one single instance where mediation, arbitration and/or legal intervention were needed to settle an issue between Garland/DBS, Inc. and a Participating Public Agency.
- Site-specific pricing that allows local contractors to competitively quote the labor portion of every project to Garland/DBS, Inc., in an effort to provide site-specific discounts against the line-item installation pricing in our original bid package, has realized for legacy Participating Public Agencies labor cost reductions as high as 25 percent per project.
- The use of locally based authorized contractors and territory manager representatives has ensured that, on average, $0.65 of every turnkey project dollar has remained in the local communities we serve.

- Our aggregate total of all change orders under the current Master Agreement represented less than 0.5 percent of the aggregate value of all project contracts awarded to us during that period, a figure significantly lower than the construction industry's average of between 11 and 15 percent. Perhaps more significantly, 100 percent of all change orders resulted from unforeseen site conditions or additions to the scope of work.
- On average, an estimated 100 hours of administrative time on the part of legacy Participating Public Agencies have been saved per project.

[redacted]

Future Commitment – If awarded the Region 4 ESC JOC Contract, Garland/DBS, Inc. will use the JOC pricing established in this proposal as a Guaranteed Maximum Price (exempted only in cases of Force Majeure), and then use that price for turnkey projects, as a baseline against which Garland/DBS, Inc.'s site-specific price (based upon competitive quotes by authorized locally-based Garland contractors) can be evaluated. We will continue to manage this added-value discount, assuming all administrative time and costs related to obtaining site-specific pricing based on local market conditions and labor rates. This will ensure that any future contract continues to provide labor-related savings.

Should we be awarded a new Region 4 ESC Contract, Garland/DBS, Inc. will continue to improve our training and education efforts, both with our internal constituencies and potential public sector customers. We are dedicated to educating new and legacy Participating Public Agencies to the savings potential of procurement, based upon the data we continue to gather from completed public sector projects.

[redacted]

By implementing on-going quality control processes that measure and document performance outcomes, Garland/DBS, Inc. will reassess program needs and continually refine our strategy for improving the experience of our Participating Public Agency customers in the years ahead.

Future Participating Public Agency customers will continue to benefit from the ever-expanding array of building envelope materials manufactured by our strategic network of subsidiaries. No other high-performance roofing manufacturer can augment its rooftop waterproofing with as

vast a selection of complementary materials for the total building envelope with the



ACCOUNTABILITY

Past Performance – Since 1974, when the Garland organization was purchased from the son of its original founder, our materials have successfully waterproofed hundreds of thousands of facilities across North America and the United Kingdom, with warranty expenses averaging about two percent of sales. Throughout the term of the existing contract, our warranty expenses have been 100 percent funded through our financial strength. Garland's ratio of current assets to current liabilities has been 6:1. We have held zero long-term bank debt, and our D&B rating has been 5A1.

As indicated above, Garland/DBS, Inc. has met or exceeded all performance and scheduling expectations of legacy Participating Public Agencies in implementing our existing contract to date. There has not been a single instance where arbitration or legal intervention was needed to settle a dispute. In those rare instances where a mistake has been made in work performance or in estimating a project, Garland/DBS, Inc. has done what was right for the Participating Public Agency, absorbing any related costs. When an unforeseen condition has threatened an agency with financial hardship, our local field representatives have worked diligently with the project management team to develop creative solutions that protect agency customers from unanticipated financial burdens. At times, Garland/DBS, Inc. has completely relinquished our own overhead and profit on change orders to facilitate project completion and protect our long-term relationships with Participating Public Agencies.

We conduct regular audits through our internal and third-party counsel to ensure Garland/DBS's compliance with existing Master Agreement commitments. Our audits have not revealed any issues related to pricing or proposal processes.

Future Commitment – The Garland organization has been financially conservative since its original founding in 1895. Our culture fosters personal accountability through employee-ownership, which makes the long-term financial security of every employee directly dependent upon the long-term sustainability and strength of the organization. That organizational model will continue in the years ahead, ensuring that Garland/DBS, Inc. will remain a strong and dependable partner for Region 4 ESC's Participating Public Agencies. This enduring characteristic allows Garland/DBS, Inc. to look beyond the immediate profit generated by any single project to focus on the development of lasting partnerships with Region 4 ESC and our other Participating Public Agency customers.

To continually increase our Participating Public Agency customers' abilities to obtain single-source accountability for the widest range of building envelope materials possible, we anticipate future acquisitions throughout the term of a new JOC Contract. We already manufacture over 95 percent of the materials we sell. As a result of our in-depth product knowledge and extreme control over product quality, we are comfortable taking on 100 percent accountability for the performance of the roofing and waterproofing systems we install, even where some components of those systems are not manufactured by Garland.

SUSTAINABILITY

Past Performance **–** Among the many new material offerings introduced during the term of our current Master Agreement, U.S. Communities' legacy Participating Public Agencies have benefited from the following sustainable building innovations:

- In a global effort with world-class universities, Garland has developed a unique chemical process to yield virtually indestructible bitumen. Our thermoset polyurethane-modified roofing membrane offers the longest warranted life in the commercial roofing market, and was the recipient of numerous awards, including *Architectural Products* magazine's Product Innovation Award and *Smart Business* magazine's Evolution of Manufacturing Award. It was also named the 2015 Product of the Year by two industry publications: *College Planning & Management* and *School Planning & Management* magazines.
- A nontoxic cleaning solution for masonry
- An innovative standing seam roof system that sets a new standard of strength, durability and waterproofing performance, while providing exceptional wind uplift resistance
- A fleece-backed thermoplastic membrane reinforced with a high-tensile-strength polyester scrim, which is the longest lasting most durable membrane in its class
- A unique and cost-effective flashless edge metal for protecting roof perimeters
- A zero-VOC, water-based sealer designed to increase the life of masonry surfaces
- An extremely low odor, fluid-applied waterproofing system designed to maintain, restore and upgrade the performance of aged modified bitumen, metal and single-ply roof systems. This two-component, 100% solids, aliphatic polyurea forms a highly durable, impact and UV resistant finished roof membrane that increases the life span of the existing roof.

We now have a total of more than 50 sustainable Garland Greenhouse products in our current product portfolio, most of which are offered in many different permutations to suit project-specific performance criteria. When you look exclusively at expected service life cycles, which are the strongest true indicator of sustainability, Garland's offerings frequently outperform those of competitors' "green" products.

Future Commitment – In the years ahead, we will continue to make new investments in sustainable materials, most specifically by developing exterior waterproofing materials that last far longer than today's industry standard and by introducing eco-friendly improvements that preserve the strength and durability of our existing products while reducing their solvent content.

One current area of green development is our new 100-percent-solids adhesives and coatings, which eliminate ozone-depleting solvents without the use of dangerous alternatives. We are also working on a broad spectrum of reflective solutions, some of which will provide an optimized energy solution for climates where a white reflective solution may not be the optimal choice.

As we continue researching and developing an integrated suite of building envelope solutions, we anticipate further improvements in the longevity of all our exterior waterproofing solutions, with corresponding warranty extensions that give Participating Public Agencies the assurance

of extended facility service life. We are focusing specifically on the transitions between walls, windows, roofs and doors in order to ensure a total leak-free environment.

In all areas of development, Garland will continue to consider recycled content and bio-based content in its formulation efforts to ensure the right balance of top-of-the-line performance and life-cycle sustainability. In the years ahead, Region 4 ESC and the other OMNIA Partners' Participating Public Agencies can expect to see:

- An expansion of Garland material offerings that fall under the Garland Greenhouse umbrella, including many materials with independent UL Environment validation
- More partnering with third-party organizations for building envelope energy evaluations
- Alternative self-adhesive technologies that can eventually be applied not only to roofing, but to a wide variety of building waterproofing applications
- Alternative approaches to energy cost reduction through the use of high-performance components in areas such as insulation and air/water/vapor barriers
- Alternative approaches to membrane development, incorporating different types of polymers and modifiers and/or the use of nanotechnology to further extend the service life of roofing membranes

MARKETING

Past Performance – Marketing is a core competency of the Garland organization, and we have remained an active partner in improving the reach and scope of the interlocal purchasing opportunity since commencing our original contract in 2010. Our vast network of regional Territory Managers has ensured that our offerings for Participating Public Agencies have been promoted in every state where cooperative purchasing agreements are permitted.

We work to continually enhance our ability to provide educational, relevant, actionable marketing content to our Territory Managers and Customers, including:

- Updating the SEO capabilities of our website to make it easier for Customers using Google or other search engines
- Rolled out a new data platform that allows our Territory Managers to research publicly-available data about a building, empowering them with greater insiught and data before meeting with a Customer
- Developed dozens of project highlights that detail the experiences of actual customer projects
- Expanded our social media activity, with a Linkedin follower base of over 31,000 people, making our posts one of the largest-reaching communication vehicles in roofing
- Fully participated in all OMNIA Partners marketing opportunities

- Worked closely with the OMNIA Partners marketing team to continually explore new ideas for promoting the benefits of the program
- Published new technical articles to help educate Participating Public Agencies on a wide range of topics from rainscreen design to the proper design of tapered insulation systems
- Updated and/or expanded our AIA courses to include accredited courses providing Continuing Education Credits to facility managers and other Participating Public Agency personnel on a variety of topics from standing seam roof design to plaza decks

All Garland customers are requested to submit a Customer Survey upon issuance of their warranty. With a response rate of 25 percent, our reps have been averaging 4.6 or higher out of 5 possible points in their performance.

Future Commitment **–** If awarded the Region 4 ESC Contract, Garland/DBS, Inc. will continue to demonstrate marketing initiative. Our new web site launching in September will make it even easier for Participating Public Agencies to learn about our offerings, download technical resources, and connect with their local Territory Manager. We will be launching an email newsletter to keep opted-in Customers and prospects aware of new products, case studies, and technical articles from our R&D team.

And we will continue to identify opportunities where technology can improve the customer experience, including a new platform for Territory managers to communicate with design professionals and contractors about ongoing and upcoming projects, and integrations that allow data to flow between Garland platforms, enabling greater transparency and improving customer service.

CONCLUSION

Garland/DBS, Inc. is sincerely grateful to Region 4 ESC and OMNIA Partners for this opportunity. While we know our inclusion is in some respects a reflection of the success we have enjoyed with our current Master Agreement through Racine County, and our long history of serving Participating Public Agencies, we believe that reputation is re-earned every day, and, as our CEO Dave Sokol says, that we should “always play like we’re two touchdowns behind.”

With that hustle and ambition in mind, we very much look forward to establishing a new, strong, mutually-beneficial relationship with Region 4 ESC and OMNIA Partners’ Participating Public Agencies. Should we be given the opportunity to embark on this new partnership, you have our commitment that Garland/DBS, Inc. will work hard to **exceed your expectations** by providing the highest **quality** waterproofing solutions, including **sustainable** materials, delivered by **professionally-trained** local representatives, installed by Garland’s local authorized contractor network, and aggressively supported with creative **marketing** strategies – with the integrity and personal **accountability** that are the hallmarks of the Garland **culture**.

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period.

Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Garland / DBS, Inc.

Address: 3800 E. 91st Street

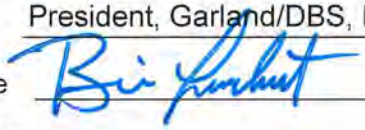
City/State/Zip: Cleveland, OH 44105

Telephone No.: (216) 641-7500

Email Address: blambert@garlandind.com

Printed Name: Brian Lambert

Title: President, Garland/DBS, Inc.

Authorized signature: 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member — Date

_____

Print Name

IV.2.a.i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. Services such as installation, delivery, technical support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.

IV.2.a.ii. Offerors shall complete and provide pricing and pricing coefficients in the Pricing Tab attached herein.

Read and understood.

Please review our complete pricing and pricing coefficients in the tables in the pages to follow.

IV.2.a.iii. Is pricing available for all products and services?

Yes. Pricing is available for all products and services.

IV.2.a.iv. Provide pricing for warranties on all products and services.

Warranties are provided by Garland / DBS, Inc. at no additional charge. While our warranty claim percentage is among the lowest in our industry, we know that a price can't be placed on peace of mind, and gladly offer protection up to 40-year no-dollar limit coverage, depending on the individual project and selected system.

The Garland Company, Inc. has the most extensive line of roofing and waterproofing products in the high-performance roofing market. Since we manufacture the majority of the materials we sell, we can stand behind them with warranties that meet or exceed industry standards. With the level of oversight and emphasis on quality and safety that we bring to each waterproofing installation, we are confident that the systems sold to Region 4 and other OMNIA Partners'

Participating Public Agencies will perform as intended. Single-source warranties from a financially stable organization, with warranty expenses averaging about two percent of sales, provide added assurance that Garland/DBS, Inc. will stand behind every roof we install.

IV.2.a.v. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large projects, single ship to location, growth, annual spend, guaranteed quantity, etc.

In addition to the discounted pricing shown in the pricing matrices, Garland/DBS, Inc. proposes to offer all Participating Public Agencies with a one (1) percent discount for payments within 10 days, net 30 days.

Since receiving our first OMNIA award, Garland/DBS, Inc.'s site-specific discounting has delivered significant savings to legacy Participating Public Agency customers (at times 25 percent or more) over the maximum allowable price shown in our line-item pricing in our current OMNIA contract. Site-specific pricing encourages local contractors to competitively quote the labor portion of every project to Garland/DBS, Inc., creating the potential for site-specific discounts on top of the line-item installation pricing in our original bid packages. We will follow a similar process for the JOC projects we undertake as a part of this contract, should we be awarded.

IV.2.a.vi. Describe how customers verify they are receiving Contract pricing.

All Garland/DBS, Inc. proposals will be completely transparent. They will show the NTE price for each line item in the project (based on the pricing matrices provided here) and each line item will be referenced by number so it can easily be checked against the price list. This detailed proposal will establish the NTE price for the project per the contract pricing.

The next section of the proposal will show the site-specific pricing gathered from the contractors. All contractor bids under the NTE price will be considered valid for consideration and the customer will be able to choose the contractor they would like to complete the work under Garland/DBS, Inc. This will result in a final proposal showing the final cost of the project.

IV.2.a.vii. Describe payment methods offered.

Garland/DBS, Inc. customers may pay via cash, check, wire/ACM, or credit card. Please note that a 2.82% processing fee will be added to credit card payments.

IV.2.a.viii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

We propose annual updates and validations of our pricing structure to take place each January. Price adjustments are evaluated through ongoing discussions with raw material suppliers and analysis of our costs, the market value of comparable products, and macroeconomic factors.

IV.2.a.ix. Describe how future product introductions will be priced and align with Contract pricing proposed.

Whenever a new product or service is introduced, a related news release will be distributed to the Region 4 and OMNIA Partners marketing teams at the same time it is released to the public. These new products are formally made available to Participating Public Agencies as soon as they have been included in our revised price list. However, in practice, our reps typically offer new products and services to Participating Public Agency customers as soon as they become available for ordering, i.e., within two working days of their formal release to our U.S. sales force.

In those situations where goods and services are required that are not covered in the pricing schedule, or where a customized solution is required, we acknowledge the requirement to use a process similar to the one used in our proposed site-specific pricing, i.e.:

- Obtaining three written cost proposals from local providers
- Using the most advantageous proposal
- Applying a discount identical to the one shown on the Region 4 / OMNIA Partners pricing schedule
- Acquiring advance approval from the Participating Public Agency prior to including the aforementioned product or service in any quote or proposal

IV.2.a.x. Quality Assurance/Quality Control Program - Offeror shall submit a QA/QC plan within with their submittal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Participating Public Agency's staff.

As the manufacturer of 95 percent of the materials we sell, our research, development, and manufacturing processes are deeply integrated with our front-line field force, who represent the shortest path to the Customers we serve. Our new product solutions are most often inspired by the desire to resolve a particular Customer's problem. Another primary source of Garland innovations is the desire to take existing solutions to the next level, e.g., to continually improve specific characteristics, such as waterproofing integrity, reflectivity, UV resistance, or tensile strength.

Garland believes that roofs should last as long as the buildings they protect, and we are committed to raising the industry standard on rooftop longevity. The first step in the total project delivery process for projects from Region 4 Participating Public Agencies is for the Garland field representative to set-up meetings/phone calls with the Customer and a Garland/DBS, Inc. project manager, Garland Engineering Services, and/or product management, as appropriate, to complete the initial strategic planning stage by identifying general roofing project requirements.

With the general project requirements established, Garland/DBS, Inc. has the capabilities to facilitate every aspect of the design phase. All services described in this section will be available to all Customer/Agencies using the Region 4 contract upon request.

- The design phase process begins with a needs analysis, which combines the local Garland field representative's site-specific knowledge and expertise, with Garland/DBS Inc.'s construction experience across various markets, to establish line items for installation services as provided under this Agreement, as well as any additional requirements as directed by the agency Customer. The needs analysis will result in the development of multiple project options that provide differing parameters in relation to the scope of work, schedule, budget, and specifications for the project.

- Once the project options have been presented and thoroughly explained to the Customer, the Participating Public Agency will compare budgets, scheduling, and specifications, evaluating the alternatives and finalizing financial expectations and project completion goals. The Customer's representative(s), with on-going support from the our team, will then define and approve a customized project that provides the best overall value for their roofing investment, considering expectations for project scope, specifications, performance, quality, cost, and scheduling. It is this project development

process that allows Garland/DBS, Inc. to demonstrate the link that exists between the individual agency's requirements and the Agreement, making our delivery process a true cooperation between Region 4 and each member using the Agreement.

The construction management for any project can be self-performed, from design through construction and close-out, by Garland/DBS, Inc., and coordinated under the supervision of the Participating Public Agency's locally based Garland Territory Manager. All services described in this section will be available to all Customer Agencies using the Region 4 contract upon request.

- Garland/DBS, Inc. will develop a performance-based, detailed scope of work with clearly defined, to-code specifications, as appropriate to each project. In circumstances where design services are required, Garland/DBS, Inc. will involve Garland's in-house Engineering Services team to assist in the development of a performance-based scope of work with a detailed set of architectural drawings. Our licensed engineers will ensure an accurate analysis of load considerations, wind uplift, and other concerns related to safety and building code compliance, developing project specific shop drawings and stamping the specifications, as appropriate with a professional third-party architectural or engineering endorsement of the entire project, limiting the exposure and liability of the Customer, and establishing Garland/DBS, Inc. as the single point of responsibility.

- Garland/DBS, Inc.'s in-house engineers and project managers/estimators have partnered with many industry specialists who are already familiar with Garland roofing products, specifications, and drawings and can be relied upon for additional work, enabling us to act as a fully accountable one-stop shop for all civil, mechanical, electrical, and structural engineering needs in support of our projects. We can also provide Energy Evaluations and Efficiency Studies to suggest improvements and reduce the energy requirements of a facility, incorporating such suggestions into the scope of the project.

- When Engineering Services is involved in the design phase, when that phase concludes, they will ensure that all engineering and architectural drawings are appropriate and feasible based upon the project guidelines established by the agency Customer. If the project does not require architectural or engineering input, Garland/DBS, Inc. will review the scope of work and specifications with the Customer's representative, incorporating their recommendations and verifying that local, state, and federal building and safety codes have been addressed before final submittal to the agency for approval.

- Once the Customer approves the recommended subcontractor, Garland/DBS, Inc.'s associated proposed price is accepted and becomes our lump-sum firm-fixed price to complete the project. At this point, a notice of award will be sent to the successful subcontractor. After Garland/DBS, Inc. receives a Purchase Order/Contract for the

project, all necessary and appropriate bonding will be secured and we will issue contracts to subcontractor(s) and conduct any Pre-Construction Meetings as necessary.

- Once a Purchase Order/Contract is issued by the Customer to Garland/DBS, Inc., typically issues Construction Contracts to subcontractor(s) and conduct any pre-construction meetings, as necessary.

- Garland/DBS, Inc. will make sure that applicable building permits for the project are received prior to commencing construction.

- Garland/DBS, Inc. will provide periodic inspections and supervision by monitoring the progress of the contractor and will coordinate scheduling of material and equipment deliveries with our subcontractor(s) to meet the needs of the Customer Agency. The frequency of inspections by the Garland Territory Manager is determined by the complexity of the project and the needs of the Customer in collaboration with Garland/DBS, Inc. and the approved contractor. Any discrepancies, field conditions, or requests for additional information will be handled and resolved by the Garland/DBS, Inc. project manager, in coordination with the Territory Manager.

    - The Garland/DBS, Inc. project manager can also perform monthly site visits, depending on the Customer's preference, from pre-construction through the close-out of the project, monitoring progress and ensuring quality standards.

    - A full-time job site superintendent can also be provided, at the agency's preference, to document and monitor the day-to-day activities of the subcontractor and their progress against the schedule.

    - Our project management and technical team meets weekly in Cleveland to review any job-site related problems and concerns, make recommendations, and assign corrective action. Every open project is thoroughly reviewed to ensure all required turnkey services are being implemented appropriately and on schedule.

- Each subcontractor's payment application will be reviewed and evaluated by Garland/DBS, Inc. to make sure that the amount billed corresponds with the actual percentages of work completed on the project. When prevailing wage rates are required, certified payrolls will be collected from our performing subcontractor(s) and provided to the owner, as required by prevailing wage laws. Lien waivers will be obtained, reviewed, and compared to the pay requests and provided to the Customer as required. Garland/DBS, Inc. will approve the pay request and pay our subcontractor(s) within 45 days as long as all required documentation is provided by the contractor and there are no performance-related concerns. If there are outstanding

issues involving payment, a fair and reasonable portion of payment will be made in an acceptable time frame. The remainder will be paid when the issues identified have been resolved by the subcontractor.

- Upon notification that the work has been completed, the local Garland field representative or a Garland/DBS, Inc. project manager will make a visit to the project to determine if substantial completion date will be documented by the local Garland field representative, and a Punch List will be prepared noting all items that have not been fully completed or that require rework. The Punch List will be distributed to the Customer and the affected subcontractors on the project, upon request.

- Once the Punch List items have been completed, the local Garland field representative or a Garland/DBS, Inc. project manager will make a final visit to verify completion and provide closeout documentation, including workmanship warranties from the subcontractors. The industry standard one-year warranty for installation and workmanship will be honored by Garland/DBS, Inc. according to the contract, along with supplier/manufacturer warranty(ies) from Garland, covering the installed roofing materials, which for some high-performance systems may be as long as 40 years. All warranties will be issued in the name of the Customer using the EducationPlus Agreement.

- As part of our close-out process, the project management team ensures that all contractual requirements are met upon the delivery of the final invoice for retainage and issuance of the warranty to the Participating Public Agency. This practice ensures that every service-related commitment is fulfilled as promised. In addition, the Customer Survey process previously described helps ensure field-related problems are brought to the attention of our Customer Service team.

Ultimately, the difference when working with Garland/DBS, Inc. comes from our Territory Managers and their direct investment in a Customer’s project. When delivering a project, our Territory Managers provide on-site assessment, quality control, and periodic safety oversight to protect the Participating Public Agency’s investment in Garland materials, and to protect Garland’s long-term interests, as represented by our material warranties. Every individual employee-owner is committed to providing the highest quality products and services to our customers. Our goal is to meet or exceed customer requirements by consistently providing benefits and adding values that are commensurate with our cost structure. As our mission statement attests: "Whenever it can be done better, Garland will do it!"





[redacted]

	Insulation		
[redacted]			
3	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied Type IV asphalt		
[redacted]			
4	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, applied Type IV asphalt		
[redacted]			

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
[redacted]			
7	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV asphalt		
[redacted]			
8	Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached coated six sides		
[redacted]			
9	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides		
[redacted]			

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
13	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	
14	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	
15	Roof deck insulation, gypsum panels, 3" thick	SF	
16	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, Type IV asphalt, per inch of depth	SF	
17	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, Type IV asphalt, per inch of depth	SF	
18	Cold insulation adhesive	SF	
19	CDX Gypsum, 1/4" x 4' x 8'		
19a	Mechanically attached	SF	
19b	Set into adhesive	SF	
20	CDX Gypsum, 1/2" x 4' x 8'		
20a	Mechanically attached	SF	
20b	Set into adhesive	SF	
21	CDX Gypsum with fiberglass, facer: 1/4" x 4' x 8'		
21a	Mechanically attached	SF	
21b	Set into adhesive	SF	
22	CDX Gypsum with fiberglass facer: 1/2" x 4' x 8'		
22a	Mechanically attached	SF	
22b	Set into adhesive	SF	
	Roof Tiles and Shingles		
1	Remove composition shingles and felts to decking	SF	
2	Test for asbestos prior to removal	Each	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
3	Remove clay, concrete, or slate roof tiles to decking	SF	
4	Remove wood shingles and felts to decking	SF	
5	Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	
6	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	
7a	Replace clay or concrete roof tiles	Each	
7b	Replace/repair other shingles	Each	
8	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	
	Roofing and Roof Restoration		
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	
2	Remove single-ply roof: ballast, and membrane only	SF	
3	Remove single-ply roof, membrane partially or fully adhered	SF	
4	Remove single-ply roof, membrane mechanically attached	SF	
5	Remove copper sheet roofing	SF	
6	Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt (17 year roof)	SF	
7	Base sheet, 4-ply fiberglass, mechanically attached (17-year roof)	SF	
8	Fiberglass cap finishing membrane	SF	
9	Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
10	Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
11	Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	[redacted]
12	Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	
13	Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	
14	Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	
15	Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	
16	Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	
17	Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	
18	Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	
19	Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	
20	Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	
21	Built-up roof, premium asphalt, added cost per ply per square foot	SF	
22	Built-up roof, modified bitumen adhesive, added cost per ply per square foot	SF	
23	Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	
24	Built-up roof, surface with emulsion and granules	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
25	Built-up roof, surface with emulsion and aluminum coating	SF	[redacted]
26	Built-up roof, surface with emulsion and white elastomeric coating	SF	
27	Built-up roof, surface with aluminum coating or paint	SF	
28	Built-up roofing, surface with high solids white elastomeric coating	SF	
29	Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.	SF	
30	Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	
31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	
32	Built-up roofing restoration, coal tar pitch roofs	SF	
33	Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs	SF	
34	Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	[redacted]
35	Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	
36	Single-ply roofing repairs (CSPE, PVC, and EPDM)		
36a	CSPE	SF	[redacted]
36b	PVC	SF	
36c	EPDM	SF	
37	Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	
38	Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	
39	Flashing membrane, 2 ply, polyester	SF	
40	Flashing membrane, CSPE	SF	
41	Flashing membrane, CSPE with aluminum coating	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
42	Polyurethane foam roofing	BF	[redacted]
43	Additional Polyurethane foam coating	SF	
44	Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	
45	Single-ply roof, EDPM, 60 mils fully adhered	SF	
46	Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive (25 year roof)	SF	
47	Built-up roof, surface with premium asphalt, and gravel.	SF	
48	Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat	SF	
49	Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	
50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	
51	Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	
52	Single ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt	SF	
53	Single ply roof, 45 mils mechanically attached	SF	
54	Base sheet mechanically attached with 3 ply fiberglass felts, Type 1 - Coal Tar Pitch	SF	
55	Base sheet mechanically attached with 3 ply Organic felts, Type 1 - Coal Tar Pitch	SF	
56	Built-up roof, 4 ply Fiberglass felts, Type 1 Coal Tar Pitch	SF	[redacted]
57	Build-up roof, 4 ply Organic felts, Type 1 Coal Tar Pitch	SF	
58	Built-up roof, surface with hot Coal Tar Pitch and gravel	SF	
59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	
61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	
62	Single ply roof 60 mils fully adhered with bonding adhesive	SF	
63	Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated	SF	
	Masonry		
1	Brick, remove and reset, 1 to 50 sq ft	SF	
2	Brick, remove and reset, over 50 sq ft	SF	
3	Block, remove and reset	SF	
4	Coping stones, remove and reset	Each	
5	Brick, block or coping removal	Each	
6a	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.		
6b	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4", 6" and 8" block (high-rise)	Each	
6c	Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise)	SF	
6d	Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise)	SF	
7	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)		
7a	Removal of existing mortar (½" wide by ¾" depth)	SF	
7b	Removal of existing mortar (¾" wide by ¾" depth)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
7c	Removal of existing mortar (½" wide by 1½" depth)	SF	[redacted]
7d	Removal of existing mortar (¾" wide by 1½" depth)	SF	
8	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)		
8a	Removal of existing mortar (½" wide by ¾" depth)	SF	[redacted]
8b	Removal of existing mortar (¾" wide by ¾" depth)	SF	
8c	Removal of existing mortar (½" wide by 1½" depth)	SF	
8d	Removal of existing mortar (¾" wide by 1½" depth)	SF	
9	New Pointing Work – Swingstage (high- rise)		
9a	Furnish and install new mortar (½" wide by ¾" depth)	SF	[redacted]
9b	Furnish and install new mortar (¾" wide by ¾" depth)	SF	
9c	Furnish and install new mortar (½" wide by 1 ½" depth)	SF	
9d	Furnish and install new mortar (¾" wide by 1 ½" depth)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
10	New Pointing Work – Scaffolding (low- rise)		
10a	Furnish and install new mortar (½" wide by ¾" depth)	SF	
10b	Furnish and install new mortar (¾" wide by ¾" depth)	SF	
10c	Furnish and install new mortar (½" wide by 1 ½" depth)	SF	
10d	Furnish and install new mortar (¾" wide by 1 ½" depth)	SF	
11	Removal of Roof Parapets – Swingstage (high-rise)		
11a	Removal of 3 wythe brick parapet wall (24" high)	SF	
11b	Removal of 3 wythe brick parapet wall (42" high)	SF	
11c	Removal of 2 wythe brick parapet wall (24" high)	SF	
11d	Removal of 3 wythe brick parapet wall (42" high)	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
12	Removal of Roof Parapets – Scaffolding (low-rise)		
12a	Removal of 3 wythe brick parapet wall (24" high)	SF	
12b	Removal of 3 wythe brick parapet wall (42" high)	SF	
12c	Removal of 2 wythe brick parapet wall (24" high)	SF	
12d	Removal of 3 wythe brick parapet wall (42" high)	SF	
13	Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)		
13a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
13b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
13c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
13d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
14	Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
14a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	[redacted]
14b	b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
14c	c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
14d	d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
15	New Throughwall Flashings – Swingstage (high-rise)		
15a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	[redacted]
15b	Removal and replacement of steel lintel	SF	
15c	Furnish and install new flashings (Bituthane)	SF	
15d	Furnish and install new flashings (Lead coated copper)	SF	
15e	Parging and waterproofing of back-up wall	SF	
16	New Throughwall Flashings – Scaffolding (low-rise)		
16a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	[redacted]
16b	Removal and replacement of steel lintel	SF	
16c	Furnish and install new flashings (Bituthane)	SF	
16d	Furnish and install new flashings (Lead coated copper)	SF	
16e	Parging and waterproofing of back-up wall	SF	
17	Brick Masonry/Stone Stabilization		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
17a	Drilling and installation of new friction pins with mortar cap	SF	
17b	Drilling and installation of new friction pins for lime stone with mortar cap	SF	
18	Limestone Removal and Replacement.		
18a	Removal of existing deteriorated architectural limestone	SF	
18b	Furnish and install new limestone replacement.	SF	
18c	Replacement of stone with lightweight polymer resin to match	SF	
18d	Minor patching of existing stone to match	SF	
19	Terra Cotta Removal and Replacement.		
19a	Removal of existing deteriorated architectural Terra Cotta	SF	
19b	Furnish and install new Terra Cotta replacement.	SF	
19c	Replacement of stone with lightweight polymer resin to match	SF	
19d	Minor patching of existing stone to match	SF	
20	Roof Coping Stones.		
20a	Removal of existing roof coping stones (16 inches)	SF	
20b	Removal and parging of existing substrate	SF	
20c	Furnish and install new lead coated copper flashings	SF	
20d	Drilling and epoxy grouting stainless steel pins	SF	
20e	Reinstallation of existing stones with cleaning	SF	
20f	Furnish and install new coping stones	SF	
20g	Furnish and install new sealants between coping stones.	SF	
20h	Cleaning and coating of existing stones.	SF	
21	CMU Backup Wall Repair and Waterproofing.		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
21a	Replacement of Deteriorated CMU Back-up	SF	
21b	Parging of CMU back-up wall	SF	
21c	Waterproofing of back-up wall	SF	
22	Brick Masonry Piers		
22a	Isolated repair of existing masonry piers (removal and replacement)	SF	
22b	Reconstruction of isolated areas of pier	SF	
22c	Construction of new masonry piers.	SF	
23	Crack Repair		
23a	Drill and install new stainless steel pins.	Each	
23b	Grouting of open cracks	SF	
23c	Replacement of cracked bricks	SF	
24	Concrete Removal		
24a	Perimeter sawcutting	SF	
24b	Removal of existing concrete (2" depth).	SF	
24c	Removal of existing concrete (3.5" depth).	SF	
25	New Concrete and Coating		
25a	Placement of new high strength patching mortar (2" depth)	SF	
25b	Placement of new high strength patching mortar (3.5" depth).	SF	
25c	Cleaning and coating of concrete surface.	SF	
25d	Sidewalk Bridging.	SF	
25e	Temporary Roof Protection	SF	
26	**Metal Work**		
26a	Remove standard metal decking	SF	
26b	Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	
27	Install steel plate, two sizes	SF	
27a	10 Gauge, standard application	SF	
27b	Extra heavy-duty 1/4th inch	SF	
28	Remove metal counterflashing	LF	
28a	Counterflashing, galvanized, 24 gauge, 6" width	LF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
28b	Counterflashing, copper, 16 oz., 6" width	LF	[redacted]
29	Remove metal edge, gravel stop, eave strip, or coping	LF	
29a	Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange	LF	
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	
30	Remove metal gutter	LF	
30a	Gutter, galvanized steel, ASTM 526, with 12.5oz./square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	
30b	Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	
30c	Gutter, copper, 16 oz, half round, 5" wide	LF	
30d	Gutter, copper, 16 oz, half round, 6" wide	LF	[redacted]
31	Remove metal downspouts	LF	
31a	Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	
31b	Downspouts, GI, 24 gauge 3" x 4" installed	LF	
31c	Downspouts, GI, 24 gauge, 4" round, installed	LF	
31d	Downspouts, copper, 16 oz., 6" round, installed	LF	
31e	Downspouts, strainer	Each	
31f	Metal flashing, apron flashing, 9" wide	LF	
31g	Metal flashing, step flashing	Each	
31h	Metal splash pan, 16 oz.	Each	
31i	Metal trim, aluminum, .032" thick, painted	SF	
31j	Metal storm collar	Each	
31k	Metal coping, galvanized steel, 24 gauge, standing seam	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
31L	Metal coping, galvanized steel, 24 gauge, with butt plate	SF	[redacted]
31m	Resolder joints in sheet metal	LF	
31n	Metal edge, aluminum, 0.50 thick 6" face painted	SF	
31n	Metal edge, aluminum, free floating fascia system	SF	
31o	Parapet wall metal	SF	
31p	Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	
31q	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	
31r	Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	
31s	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	
32	New Aluminum Metal Cladding		
32a	Furnish and install new uninsulated aluminum wall cladding	SF	[redacted]
32b	Furnish and install new insulated aluminum wall cladding	SF	
32c	Furnish and install new insulated aluminum wall cladding panels (Architecture	SF	
32d	Cladding of roof parapet walls with copings.	SF	
33	New Exterior Insulation and Finish System (EIFS)		
33a	New Exterior Insulation and Finish System (EIFS)	SF	
33b	New Exterior Insulation Finish System (EIFS) w/o insulation	SF	
33c	New Metal Copings.	SF	
34	Surface Preparation		
34a	Cleaning of existing steel and surface.	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
34b	Coating of existing reinforcement	SF	
34c	Exterior rated gypsum board sheathing and substrate	SF	
35	**Woodwork**		
35a	Demolition of plywood or standard 1" x 6" decking	SF	
35b	Demolition of standard 2" x 6" tongue and groove decking	SF	
35c	Plywood decking, CDX, 1/2" thick (or 15/32" optional)	SF	
35d	Plywood decking, CDX, 5/8" thick	SF	
35e	Plywood decking, CDX, 3/4" thick	SF	
35f	Standard 1" x 6" decking, tongue and groove	SF	
35g	Standard 2" x 6" tongue and groove decking	SF	
35h	Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"	LF	
35i	Cants, SBX treated wood, 4" x 4" diagonal	LF	
35j	Nailer, SBX treated wood, 1" x 4"	LF	
35k	Nailer, SBX treated wood, 2" x 4"	LF	
36	Nailer, SBX treated wood		
36a	2" x 6"	LF	
36b	2" x 8" optional	LF	
36c	Curbing, SBX treated wood, 2" x 12"	LF	
37	Joist, fir		
37a	2" x 6"	LF	
37b	2" x 8" optional	LF	
38	Joist, fir		
38a	2" x 10"	LF	
38b	2" x 12" optional	LF	
39	**Standing Seam Metal Roof System (SSMRS) Price Each Specification Using Line Items**		

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
39a	Pre-Engineered SSMRS, products (20- year roof)	SF	
39b	Subpurlins	LF	
39c	Roof panel installation	SF	
39d	Field forming of panels	SF	
39e	Concealed anchor clips	Each	
39f	Vapor retarder installation	SF	
39g	Insulation installation	SF	
39h	Gutters (SSMRS only)	LF	
39i	Gutter liners	SF	
39j	Flashing	LF	
39k	Expansion joints	LF	
40	Finishing touches (no additional cost in contract)		
40a	Snow retention assemblies	LF	
40b	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	LF	
41	**Roof Specialties and Accessories**		
41a	Remove roof hatch	Each	
41b	Roof hatch, aluminum, 2'6" x 3'0"	Each	
41c	Roof hatch, aluminum, larger sizes	SF	
41d	Remove existing roof drain, except plumbing	Each	
41e	Install new roof 4" drain, except plumbing	Each	
41f	Install new roof 6" drain, except plumbing	Each	
41g	Reflash existing roof drain	Each	
41h	Plumbing stack, 4# lead flashing	Each	
41i	Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	
41j	Remove existing walkway, built-up roofs	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
41k	Walkway, built-up roofs, desert tan fiberglass	LF	[redacted]
41L	Walkway, built up roofs, non skid	LF	
42	Walkway, single ply roof		
42a	30" wide roll goods, tape attached	LF	
42b	30" wide roll, hot asphalt attached	LF	
42c	30" wide roll, adhesive attached	LF	
42d	Roof ventilators	Each	
42e	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	
42f	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	
42g	Roof ladder, security ladder guard	Each	
42h	Termination bar, aluminum, 1/4" x 1"	LF	
42i	Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	Each	
42j	Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to oytside, soldered corners and seams	Each	
43	Pitch pocket, resurface top only		
43a	8" x 8"	Each	
43b	12" x 12"	Each	
43c	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	
43d	Expansion joint, CSPE reinforced	LF	
43e	Repair kit for dry repairs	Each	
43f	Repair kit for wet repairs	Each	
44	Skylights (price each size and lens combination)		
44a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	SF	
44b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	SF	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
44c	Skylight lense replacement only, clear	SF	[redacted]
44d	Skylight lense replacement only, double clear	SF	
45	Security/fall bars for skylights		
45a	3' x 5'	Each	
45b	4' x 4'	Each	
45c	4' x 8'	Each	
45d	Special sizes	SF	
46	**Roof Services**		
46a	Asbestos core testing and patch of existing roof surface	Each	
46b	Core analysis, 14" x 14" and patch of existing roof surface	Each	
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	
46d	Additional foot over 50,000 sq ft	SF	
46e	Non destructive roof scan, up to 50,000 sq ft, limited service	Each	
46f	Additional foot over 50,000 sq ft	SF	
46g	Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations	Day	
46h	Field/shop drawings, up to 10,000 sq ft	SF	
46i	Field/shop drawings, 10,000-50,000 sq ft	SF	
46j	Field/shop drawings, over 50,000 sq ft	SF	
46k	Prime contractor's warranty, restoration, less than 10,000 sq ft, minimum charge	Per Project	
46L	Prime contractor's warranty, restoration, over 10,000 sq ft, minimum charge	Per Project	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
46m	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (Standard)	Per Project	[redacted]
46n	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46o	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (Standard)	Per Project	
46p	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46q	Per diem rate per worker per 24 hour period of time	Per Day	
46r	Prime contractors per diem/costs for asbestos abatement planning	Day	
46s	Asbestos abatement activities, BUR removal and disposal of waste	SF	
46t	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	[redacted]
46u	Asbestos site monitoring	Day	
47	Annual or semi-annual roof housekeeping-per location		
47a	Cost once a year per location if less than 20,000 sq. ft.	SF	
47b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	
47c	Cost semi-annual per location if less than 20,000 sq. ft	SF	
47d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	
47e	Roof leak investigation	Day	
47f	Minor roof repair calls	Day	
47g	Difficult access or fall restriction; surcharge	Each	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
47h	Excessive hauling	Each	[redacted]
47i	Work in secured areas or compounds; surcharge	Each	
48	Additional and occasional supplies, materials, equipment and services		
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	
48b	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	% of O/P	
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be applied	
49	Deducts and add-ons for in lieu products (Place behind Tab 6)		
50	Special Rental Equipment (Priced based on 9.11.2 above)		
51	Cold and bad weather storage identify extra cost if any	Day	[redacted]
52	Hourly Services Rates		
53	Structural Analysis/engineering services	Per Hour	
54	Architect/design professional services	Per Hour	
55	Roofing Consultant	Per Hour	
56	Labor Rate for Roofer	Per Hour	
57	**General Cost Factors**		
57a	Mileage rate	Per Mile	[redacted]
57b	Performance and payment bond - bonding rate (percent of project)	Percent	
57c	Bonding capacity - total amount of capacity available	Dollar Amount	

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
58	**Solar Panels System**		
58a	Pre & Post Installation Inspections (2x Included in System Pricing)	Ea.	[redacted]
58b	Product (Solar Slip Sheets, Ballast, Mounts/Pads, Panels) Cost Per kWDC	kWDC	
58c	Construction & Installation	kWDC	
58d	Solar Financing	Per Project	
58e	Design and Layout of Solar System	kWDC	
58f	Maintenance and Monitoring (Annual Price)	kWDC	
	****NOTE: Complete and submit line items for this section.**		
	Value Add/Balance of Line		
	Please see pages to follow with line items 1.00 - 24.07.18.		

Line Item			Unit	$ per Unit
1.00	**Roof Management, Design Assistant and/or Professional Services**			
1.01	Full-time Quality Assurance monitoring		**DAY**	
1.02	Asbestos core testing and analysis (testing only, excludes labor for sampling and repair)		**EA**	
1.03	Analysis and evaluation (14" x 14" roof core) (Lab testing only, repairs charged at roof repair rates for appropriate system type)		**EA**	
1.04	Aerial Roof Survey - Roof Pictures & Drawings Including Geometries, Slope, Calculated Area and Perimeter Measurements		**EA**	
1.05	Aerial Wall Survey - Wall Pictures & Drawings Including Geometries, Calculated Area and Perimeter Measurements		**EA**	
1.06	Manufacturer Standing Seam Material Quantity Estimating		**EA**	
1.07	**Nuclear Moisture Survey, Non destructive roof scan**			
1.07.01	Non destructive roof scan, up to 20 000 SF		**EA**	
1.07.02	Non destructive roof scan, over 20,000 SF		**SF**	
1.08	**Infrared Moisture Scanning**			
1.08.01	Non destructive infrared roof scan, up to 20 000 SF		**EA**	
1.08.02	Non destructive infrared roof scan, over 20,000 SF		**SF**	
1.08.03	Aerial infrared roof scan at night		**TRIP**	
1.09	Infrared scanning equipment rental		**DAY**	
1.10	**Roof investigation (visual roof survey)**			
1.10.01	Roof Investigation (Roof by Roof), per hour		**HOUR**	
1.10.02	Visual Roof Survey (Roof by Roof) up to 20,000 SF		**EA**	
1.10.03	Visual Roof Survey (Roof by Roof) over 20,000 SF		**SF**	
1.10.04	Visual Roof Survey (Single Campus - All Roof Sections)		**SF**	
1.10.05	Visual Roof Survey (Multiple Campuses City-/County-wide - All Roof Sections)		**SF**	
1.10.06	Visual Roof Survey (Multiple Campuses State-wide - All Roof Sections)		**SF**	
1.10.07	Roof core cut (roof by roof)		**EA**	
1.10.08	Roof core cut per roof section (all roof sections on campus(s))		**EA**	
1.11	**Comprehensive reporting**			
1.11.01	Comprehensive report for visual survey (Roof by Roof)		**EA**	
1.11.02	Comprehensive report for visual survey(All Roof Sections on Campus(es)		**EA**	
1.11.03	Comprehensive report for each roof section(s) surveyed (Item 1.07) or scanned (Item 1.08)		**EA**	
1.11.04	Comprehensive report enertered into on-line data base for dynamic reporting and tracking all roofing sections on Campus(s)		**EA**	
1.12	Manufacturer's Technical Representative Contractor Training Session at Job Start-Up		**DAILY**	
1.13	Wind Uplift Testing – Mobilize and provide wind uplift testing per Factory Mutual System Roof Design Manual FM 1-52		**EA**	
1.14	**Roof drawings to scale with all rooftop equipment and penetrations**			
1.14.01	Roof drawings (Roof by Roof)		**EA**	NSP
1.14.02	Roof drawings (All Roof Sections on Campus(es)		**EA**	
1.15	Project Building Code Review		**EA**	
1.16	**Additional and Occasional Services**			
1.16.01	Project Architect for Design Professional Services		**HOUR**	
1.16.02	Principle Architect for Design Professional Services		**HOUR**	
1.16.03	Project Engineer for Engineering Reviews		**HOUR**	
1.16.04	Principle Architect for Engineering Reviews		**HOUR**	
1.16.06	Roof Consultant		**HOUR**	
1.16.07	Full-Time Job Site Superintendent		**DAY**	
1.16.08	CAD Draftsman		**HOUR**	
1.17	**Laboratory Analysis**			
1.17.01	Laboratory Fungal Analysis: Cultured Fungi Identification & Enumeration (Not including engineering time for sampling)		**EA**	
1.17.02	Laboratory Fungal Analysis: Total Fungi Spore Count (Not including engineering time for sampling)		**EA**	
1.17.03	Laboratory Mold Analysis: Viable Airborne Mold Analysis (Not including engineering time for sampling)		**EA**	
1.17.04	Laboratory Analysis: Viable Surface Swab or Bulk Substrate Analysis (Not including engineering time for sampling)		**EA**	

1.17.05	Laboratory Analysis: Non-Viable Surface Swab or Bulk Substrate Analysis (Not including engineering time for sampling)		EA	
1.17.06	Destructive Roof Sample Analysis: Comprehensive laboratory testing of a core sample from an existing roof to include tensile/tear strength, scrim type, interply bitumen weight and roof composition; Repair the roof core area with similar materials.		EA	
1.18	**Travel Expenses**			
1.18.01	Per Diem – Meals and Incidentals		DAY	
1.18.02	Lodging		DAY	
1.18.03	Mileage on Company / Personal Vehicle		MILE	
1.18.04	Airfare (Economy)		JOB	
1.18.05	Vehicle Rental		DAY	
1.19	Seamer Rental Charges		DAY	
1.20	Set-up Charges for Metal In-Shop Fabrication		EA	
1.21	Set-up On-Site Roll Forming		EA	
1.22	Roof Fastener Pull Tests (As Many as Required per Roof Section)		EA	
1.23	Wind Uplift Design Calculations		EA	
1.24	Roof Drainage Capacity Calculations		EA	
1.25	Roof Edge Metal Calculations - ANSI/SPRI ES-1 Standards		EA	
1.26	Dew Point Calculations		EA	
1.27	Energy Payback Calculations		EA	
1.28	Project Life-Cycle Cost Calculation		EA	
1.29	Substantial Completion Walkthrough with Report and Punchlist		EA	
1.30	Final Walkthrough with Report		EA	
1.31	On-Site Quality Control Inspections with Report from Manufacturer's Rep - 3 Days per Week		WEEK	
1.32	"As-Built" Drawings Upon Project Completion		EA	
1.33	R.A. or P.E. Reviewed and Stamped Shop Drawings		EA	
1.34	R.A. or P.E. Reviewed and Stamped Specifications		EA	
1.35	Non-R.A./P.E. Reviewed Shop Drawings		EA	
1.36	Project Design Assistance - Hourly Rate for Consultations with Architect of Record		EA	
1.37	Project Design Assistance - Development of a recommended specification for a roofing or waterproofing project		EA	
1.38	Roof Asset Management Report with recommended options for future course of actions and associated budgets for capital expense and maintenance planning.		EA	
1.39	Five year capital expense and maintenance plan (All roof section on for campus(es))		EA	
1.40	**Additional Professional Services**			
1.40.01	Option 1: Professional Services (Third party architectural design, engineering or consulting services quote on corporate letterhead) Cost plus added to quote		%	
1.40.02	Option 2: R.S. Means or Gordian Group Catalog (Used when professional services line item pricing is not available) Cost plus added to catalog pricing		%	
2.00	**Tear-off & Dispose of Debris**			
2.01	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Metal Deck		SF	
2.02	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck		SF	
2.03	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck		SF	
2.04	**SYSTEM TYPE** BUR W/ Insulation and Gravel Surfacing - Concrete Deck		SF	
2.05	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Metal Deck		SF	
2.06	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck		SF	
2.07	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck		SF	
2.08	**SYSTEM TYPE** BUR W/ Insulation and Mineral Surfacing - Concrete Deck		SF	

2.09	**SYSTEM TYPE** Single-Ply W/ Insulation - Metal Deck	**SF**	[redacted]
2.10	**SYSTEM TYPE** Single-Ply W/ Insulation - Wood / Tectum Deck	**SF**	
2.11	**SYSTEM TYPE** Single-Ply W/ Insulation - Lightweight / Gyp Deck	**SF**	
2.12	**SYSTEM TYPE** Single-Ply W/ Insulation - Concrete Deck	**SF**	
2.13	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Metal Deck	**SF**	
2.14	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Wood / Tectum Deck	**SF**	
2.15	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Lightweight / Gyp Deck	**SF**	
2.16	**SYSTEM TYPE** Ballasted Single-Ply W/ Insulation - Concrete Deck	**SF**	
2.17	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Metal Deck	**SF**	
2.18	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	**SF**	
2.19	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck	**SF**	
2.20	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Gravel Surfacing - Concrete Deck	**SF**	
2.21	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Metal Deck	**SF**	
2.22	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck	**SF**	
2.23	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck	**SF**	
2.24	**SYSTEM TYPE** Coal Tar BUR W/ Insulation and Mineral Surfacing - Concrete Deck	**SF**	
2.25	**SYSTEM TYPE** Metal Roofing System - Metal Deck	**SF**	
2.26	**SYSTEM TYPE** Metal Roofing System - Wood / Tectum Deck	**SF**	
2.27	**SYSTEM TYPE** Metal Roofing System - Lightweight / Gypsum Deck	**SF**	[redacted]
2.28	**SYSTEM TYPE** Metal Roofing System - Concrete Deck	**SF**	
2.29	**SYSTEM TYPE** Dimensional/Architectural Shingle Roof - Wood Deck	**SF**	
2.30	**SYSTEM TYPE** 3-Tab Shingle Roof - Wood Deck	**SF**	
2.31	**SYSTEM TYPE** Clay Tile Shingle Roof - Wood Deck	**SF**	
2.32	**SYSTEM TYPE** Concrete Tile Shingle Roof - Wood Deck	**SF**	
2.33	**SYSTEM TYPE** Slate Tile Shingle Roof - Wood Deck	**SF**	
2.34	**SYSTEM TYPE** Cedar / Wood Shake Shingle Roof - Wood Deck	**SF**	
2.35	**SYSTEM TYPE** Add to save good Clay Tile Shingles for reuse	**SF**	
2.36	**SYSTEM TYPE** Add to save good Concrete Tile Shingles for reuse	**SF**	
2.37	**SYSTEM TYPE** Add to save good Slate Tile Shingles for reuse	**SF**	

2.38	**SYSTEM TYPE** Add to save good Cedar / Wood Shake Shingles for reuse	**SF**	[redacted]
2.39	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Metal Deck	**SF**	
2.40	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Wood / Tectum Deck	**SF**	
2.41	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Lightweight / Gyp Deck	**SF**	
2.42	**SYSTEM TYPE** Polyurethane Foam (PUF) Roof (Average of 2" thick) W/ Underlying Insulation and UV-Resistant Coating - Concrete Deck	**SF**	
2.43	**SYSTEM TYPE** Add of Each Additional Average Depth 1" of Polyurethane Foam (PUF) Roofing	**SF**	
2.44	**SYSTEM TYPE** BUR w/ Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.45	**SYSTEM TYPE** BUR w/ Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.46	**SYSTEM TYPE** Single-Ply to the Existing Insulation (Insulation to be Re-Used	**SF**	
2.47	**SYSTEM TYPE** Ballasted Single-Ply to the Existing Insulation (Insulation to be Re-Used	**SF**	
2.48	**SYSTEM TYPE** Coal Tar BUR with Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.49	**SYSTEM TYPE** Coal Tar BUR with Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	**SF**	
2.99	**MULTIPLIER - TEAR-OFF & DISPOSE OF DEBRIS** Each Additional Roof System	**%**	
3.00	**Removal & Replacement of Roof Deck**		
3.01	**DECK TYPE** Spot Metal Deck Replacement (Multiple areas under 1 square)	**SF**	[redacted]
3.02	**DECK TYPE** Spot Wood Deck Replacement (Multiple areas under 1 square)	**SF**	
3.03	**DECK TYPE** Spot Gypsum Deck Replacement (Multiple areas under 1 square)	**SF**	
3.04	**DECK TYPE** Spot Concrete Deck Replacement (Multiple areas under 1 square)	**SF**	
3.05	**DECK TYPE** Spot Lightweight Deck Replacement (Multiple areas under 1 square)	**SF**	
3.06	**DECK TYPE** Spot Tectum Deck Replacement (Multiple areas under 1 square)	**SF**	
3.07	**DECK TYPE** Large Areas of Metal Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.08	**DECK TYPE** Large Areas of Wood Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.09	**DECK TYPE** Large Areas of Gypsum Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.10	**DECK TYPE** Large Areas of Concrete Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.11	**DECK TYPE** Large Areas of Lightweight Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
3.12	**DECK TYPE** Large Areas of Tectum Deck Replacement (Replacement areas averaging greater than 1 square)	**SF**	
4.00	**Insulation Recovery Board & Insulations Options**		
4.01	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	**SF**	[redacted]

4.02	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered with Insulation Adhesive	**SF**	[redacted]
4.03	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	**SF**	
4.04	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	**SF**	
4.05	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	**SF**	
4.06	**RECOVERY BOARD TYPE** 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	**SF**	
4.07	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	**SF**	
4.08	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	**SF**	
4.09	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	**SF**	
4.10	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	**SF**	
4.11	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	**SF**	
4.12	**RECOVERY BOARD TYPE** 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	**SF**	
4.13	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 1.0" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	
4.14	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 1.5" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	[redacted]
4.15	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 2.0" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	
4.16	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Install 2.5" of Polyisocyanurate Insulation Over an Existing Roof. All Wet Insulation Must be Replaced Prior to Installation of New Course of Insulation	**SF**	
4.17	**ADDITIONAL INSULATION OPTION (OVER AN EXISTING ROOF)** Add for Cutting New Insulation to Match the Profile of an Existing Metal Roof.	**SF**	
4.18	**INSULATION SUBSTITUTION OPTION** Deduct for Providing an R-Value of greater than or equal to 10, but less than 15; instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	**SF**	
4.19	**INSULATION SUBSTITUTION OPTION** Deduct for Providing an R-Value of greater than or equal to 15, but less than 18; instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	**SF**	
4.20	**INSULATION SUBSTITUTION OPTION:** Deduct for Providing an R-Value of greater than or equal to 18, but less than 20 instead of the Standard R-Value of 20 (Should be Negatively Priced) - All Applications Other Than Metal Roof Systems	**SF**	
4.21	**INSULATION SUBSTITUTION OPTION:** Add for Providing an R-Value of 25 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	**SF**	

4.22	**INSULATION SUBSTITUTION OPTION:** Add for Providing an R-Value of 30 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	**SF**
4.23	**INSULATION SUBSTITUTION OPTION** Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	**SF**
4.24	**INSULATION SUBSTITUTION OPTION** Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered with Insulation Adhesive	**SF**
4.25	**INSULATION SLOPE OPTION** Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	**SF**
4.26	**INSULATION SLOPE OPTION** Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	**SF**
4.27	**INSULATION SLOPE OPTION** Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	**SF**
4.28	**INSULATION SLOPE OPTION** Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered with Insulation Adhesive	**SF**
4.29	**INSULATION SUBSTITUTION OPTION** Provide a 1/4" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	**SF**
4.30	**INSULATION SUBSTITUTION OPTION** Provide a 1/8" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	**SF**
4.31	**INSULATION ATTACHMENT OPTION:** Provide Attachment Pattern in Compliance with FM 1-60 Wind Uplift Instead of FM 1-90	**SF**
4.32	**INSULATION ATTACHMENT OPTION:** Provide Attachment Pattern in Compliance with FM 1-120 Wind Uplift Instead of FM 1-90	**SF**
5.00	**Coat New Roofing With Elastomeric Coating**	
5.01	**ROOF SYSTEM TYPE** Apply an Acrylic Coating per Specifications (1.5 Gallons per Square per Coat - 2 Coats Required) - Mineral-Surfaced Modified Roof	**SF**
5.02	**ROOF SYSTEM TYPE** Apply an Acrylic Coating per Specifications (1.0 Gallon per Square per Coat - 2 Coats Required) - Smooth-Surfaced Modified Roof	**SF**
5.03	**ROOF SYSTEM TYPE** Apply a bright white, water-based, acrylic-urethane hybrid roof coating per Specifications (1.5 Gallons per Square per Coat - 2 Coats Required) - Mineral-Surfaced Modified Roof	**SF**
5.04	**ROOF SYSTEM TYPE** Apply a bright white, water-based, acrylic-urethane hybrid roof coating per Specifications (1.0 Gallon per Square per Coat - 2 Coats Required) - Smooth-Surfaced Modified Roof	**SF**
5.05	**ROOF SYSTEM TYPE** Apply an Acrylic base coat and a PVDF top coat per Specifications (1.5 Gallons per Square Base Coat - 1/2 Gallon per Square Top Coat) - Mineral-Surfaced Modified Roof	**SF**
5.06	**ROOF SYSTEM TYPE** Apply an Acrylic base coat and a PVDF top coat per Specifications (1 Gallon per Square Base Coat - 1/2 Gallon per Square Top Coat) -Smooth-Surfaced Modified Roof	**SF**
5.07	**ROOF SYSTEM TYPE** Apply an Urethane Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified; With Reinforced Seams (Base Coat Seam with 1.5 Gallons per Square & Reinforcement)	**SF**
5.08	**ROOF SYSTEM TYPE** Apply a single-component, aliphatic, polyurea liquid adhesive per Specifications (Apply 1.0 gallon per Square on Seams & wait 24 Hours / Apply base coat at 1.0 gallon per Square / broadcast mineral at 35 lbs. per Square or white gravel at 200 lbs. per Square / wait 24 hours and apply top coat at 1.0 gallon per Square - Mineral-Surfaced Modified	**SF**

5.09	**ROOF SYSTEM TYPE** Apply a single-component, aliphatic, polyurea liquid adhesive per Specifications (apply base coat at 1.0 gallon per Square / broadcast mineral at 35 lbs. per Square or white gravel at 200 lbs. per Square / wait 24 hours and apply top coat at 1.0 gallon per Square - Smooth-Surfaced Modified		**SF**	
5.10	**ROOF SYSTEM TYPE** Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified		**SF**	
5.11	**ROOF SYSTEM TYPE** Apply a Fibered Aluminum Coating per Specifications (2 Gallons per Square per Coat - 1 Coat Required) - Smooth or Mineral Surfaced Modified		**SF**	
6.00	**Roof Deck and Insulation Option**			
6.01	**METAL ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.01.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance with FM 1-90 Requirements	**SF**	
6.02	**WOOD ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.02.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20	**SF**	
6.02.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
6.03	**TECTUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.03.01	**INSULATION OPTION:**	Mechanically Attach Base Sheet Utilizing FM 1-90 Attachment Patterns & Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20	**SF**	
6.03.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**	
6.04	**LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.04.01	**INSULATION OPTION:**	Must Mechanically Attach a Base Sheet; Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.04.02	**INSULATION OPTION:**	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	**SF**	
6.05	**CONCRETE ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT**			
6.05.01	**INSULATION OPTION:**	Prime Roof Deck; Hot Mop Polyisocyanurate / Hot Mop Wood Fiber or Perlite to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.05.02	**INSULATION OPTION:**	Without Insulation - Prime Roof Deck; Must at Least 1/2" Wood Fiber or Perlite Hot Mopped to Deck In Compliance FM 1-90 Requirements	**SF**	
6.06	**METAL ROOF DECK - COLD PROCESS APPLICATION**			
6.06.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**	
6.07	**WOOD ROOF DECK - COLD PROCESS APPLICATION**			
6.07.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20	**SF**	

6.07.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**
6.08	**TECTUM ROOF DECK - COLD PROCESS APPLICATION**		
6.08.01	**INSULATION OPTION:**	Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20	**SF**
6.08.02	**INSULATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**
6.09	**LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - COLD PROCESS APPLICATION**		
6.09.01	**INSULATION OPTION:**	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**
6.09.02	**INSULATION OPTION:**	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Installed with FM 1-90 Attachment Patterns	**SF**
6.10	**CONCRETE ROOF DECK - COLD PROCESS APPLICATION**		
6.10.01	**INSULATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**
6.10.02	**INSULATION OPTION:**	Without Insulation - Must at Least 1/2" High Density Asphalt Coated Wood Fiber Adhered with Insulation Adhesive to Deck In Compliance FM 1-90 Requirements	**SF**
6.11	**METAL ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**		
6.11.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**
6.12	**WOOD ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**		
6.12.01	**INSULATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**
6.12.02	**INSULATION OPTION:**	Without Insulation - Must Mechanically Attach 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal)	**SF**
6.13	**TECTUM ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**		

6.13.01	**INSULATION OPTION:**	Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**
6.13.02	**INSULATION OPTION:**	Without Insulation - Must Mechanically Attach 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal)	**SF**
6.14	**LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**		
6.14.01	**INSULATION OPTION:**	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**
6.14.02	**INSULATION OPTION:**	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	**SF**
6.15	**CONCRETE ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION**		
6.15.01	**INSULATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	**SF**
6.15.02	**INSULATION OPTION:**	Without Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive In Compliance FM 1-90 Requirements	**SF**
6.16	**INSTALL PRIOR TO ROOF SYSTEM INSULATION:**		
6.16.01	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal), Apply 2 Plies of Glass Felt in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**
6.16.02	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, Apply 2 Plies of Glass Felt in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**
6.16.03	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to Applying 2 Plies of Glass Felt in Hot ASTM D 312 Type III OR IV Asphalt	**SF**

6.16.04	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal); Apply 2 Plies of Glass Base in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	[redacted]
6.16.05	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, Apply 2 Plies of Glass Base in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.06	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to Applying 2 Plies of Glass Base in Cold Process Modified Asphalt	**SF**	
6.16.07	**VAPOR BARRIER OPTION:**	**TORCH-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal); Heat Weld with Torch 1 Ply of SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147) In Compliance with FM 1-90 Requirements	**SF**	
6.16.08	**VAPOR BARRIER OPTION:**	**TORCH-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, Heat Weld with Torch 1 Ply of SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147) In Compliance with FM 1-90 Requirements	**SF**	[redacted]
6.16.09	**VAPOR BARRIER OPTION:**	**TORCH-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to Heat Welding with Torch 1 Ply of SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147)	**SF**	
6.16.10	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal), ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**	

6.16.11	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Hot ASTM D 312 Type III OR IV Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.12	**VAPOR BARRIER OPTION:**	**HOT ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Hot ASTM D 312 Type III OR IV Asphalt	**SF**	
6.16.13	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON METAL DECK:** Mechanically-Fasten Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal); ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.14	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON WOOD, TECTUM, LIGHTWEIHT CONCRETE OR GYPSUM DECK:** Mechanically Fasten Glass Base Sheet, ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Cold Process Modified Asphalt In Compliance with FM 1-90 Requirements	**SF**	
6.16.15	**VAPOR BARRIER OPTION:**	**COLD ASPHALT-APPLIED VAPOR BARRIER ON CONCRETE DECK:** Prime Deck Prior to ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile in Cold Process Modified Asphalt	**SF**	
7.00	**BUILT-UP MODIFIED ROOF WITH FLOOD COAT AND AGGREGATE IN HOT ASTM D 312 TYPE III OR IV ASPHALT**			
7.01	**ROOF CONFIGURATION** **2 Plies of Glass Felt, Cap Sheet, Flood Coat and Aggregate All in Hot ASTM D 312 Type III OR IV Asphalt**			
7.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
7.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
7.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	

7.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**
7.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**
7.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 7.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
7.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**
7.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**
7.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
7.06	**DEDUCT TO SQUARE FOOT COST - Hot Applied Modified BUR** Substitute Additional Glass Felt (Hot Applications) in Place of ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile (i.e. 3 Ply BUR)		**SF**
7.07	**ADD TO PER SQUARE FOOT COST - Hot Applied Modified BUR** Each Additional Glass Felt (Hot Applications) Inter-ply Installed		**SF**
8.00	**BUILT-UP MODIFIED ROOF WITH FLOOD COAT AND AGGREGATE IN COLD PROCESS ASPHALT**		
8.01	**ROOF CONFIGURATION** **2 Plies of Glass Base, Cap Sheet, Flood Coat and Aggregate All in Cold Process Modified Asphalt**		
8.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**
8.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**
8.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**
8.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**
8.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**
8.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 8.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
8.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**
8.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**
8.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**

8.06	**DEDUCT TO SQUARE FOOT COST - Cold Applied Modified BUR** Substitute Additional Glass Base Sheet in Place of ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile (i.e. 3 Ply BUR)		**SF**	
8.07	**ADD TO PER SQUARE FOOT COST - Cold Applied Modified BUR** Each Additional Glass Base (Cold Applications) Inter-ply Installed		**SF**	
9.00	**BUILT-UP MODIFIED ROOF ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT - FLOOD COAT & AGGREGATE IN MODIFIED COAL TAR PITCH**			
9.01	**ROOF CONFIGURATION** **2 ply of Glass Felt, Cap Sheet, Set in Hot Asphalt, Flood Coat in Modified Coal Tar Pitch and Aggregate**			
9.01.01	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.01.02	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.01.03	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.01.04	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.01.05	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**	
9.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 9.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
9.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
9.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
9.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
9.06	**COATING OPTION:**	Add/Deduct for Installing Flood Coat in Cold Process Coal Tar Pitch	**SF**	
10.00	**BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT**			
10.01	**ROOF CONFIGURATION** **2 ply of Glass Felt, Mineral Surfaced Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt**			
10.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	

10.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	[redacted]
10.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
10.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
10.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
10.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 10.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
10.03	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**	
10.04	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**	
10.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
11.00	**BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN COLD PROCESS ASPHALT**			
11.01	**ROOF CONFIGURATION** **2 ply Glass Base, Mineral Cap Sheet, Set in Cold Process Modified Asphalt**			
11.01.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	[redacted]
11.01.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
11.01.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
11.01.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
11.01.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
11.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 11.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
11.03	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**	
11.04	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**	
11.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	

12.00	**2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY)** **PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER**		
12.01	**ROOF CONFIGURATION** **1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt**		
12.01.01	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	**SF**
12.01.02	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**
12.01.03	**BASE PLY OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**
12.01.04	**ADD/DEDUCT TO PER SQUARE FOOT COST - Hot Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Hot Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.01.02 + 12.01.02 + 12.01.04 = Two Plies Installed)		**SF**
12.02	**ROOF CONFIGURATION** **1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt**		
12.02.01	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	**SF**
12.02.02	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**
12.02.03	**BASE PLY OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**
12.02.04	**ADD/DEDUCT TO PER SQUARE FOOT COST - Cold Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Cold Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.02.02 + 12.02.02 + 12.02.04 = Two Plies Installed)		**SF**
12.02.05	**INTERPLY ADHESIVE OPTION:**	**Add/Deduct for Cold Applied Modified Multi-ply Systems** Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	**SF**
12.03	**ROOF CONFIGURATION** **1 Ply of Torch Base Sheet Installed with Torch Application**		
12.03.01	**BASE PLY OPTION:**	SBS Modified Asphalt-Based, Fiberglass Reinforced Torch Base Sheet - Minimum of 80 lbf/in tensile Torch-Applied Base Sheet (ASTM D 5147)	**SF**
12.03.02	**BASE PLY OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	**SF**
12.03.03	**ADD/DEDUCT TO PER SQUARE FOOT COST - Torch-Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Torch-Applied Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.03.02 + 12.03.02 + 12.03.03 = Two Plies Installed)		**SF**
12.04	**ROOF CONFIGURATION** **1 Ply of Self-Adhering Base Installed Using Self-Adhering Backing**		
12.04.01	**BASE PLY OPTION:**	SBS Modified Asphalt-Based, Polyester OR Fiberglass/Polyester OR Fiberglass Reinforced Self-Adhering Base Sheet - Minimum of 50 lbf/in tensile	**SF**
12.04.02	**ADD/DEDUCT TO PER SQUARE FOOT COST - Torch-Applied Modified Multi-ply Systems** Each Additional Modified Base Sheet (All Torch-Applied Applications) Installed. To be combined with line items above for a labor cost reduction to installed price of two plies of the same modified base sheet vs. the installation of a single base sheet (i.e. 12.04.01 + 12.04.01 + 12.04.02 = Two Plies Installed)		**SF**

12.05	**ROOF CONFIGURATION** **1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Hot ASTM D 312 Type III OR IV Asphalt**			
12.05.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.05.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.05.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.05.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III – Minimum of 500 lbf/in tensile	**SF**	
12.05.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III – Minimum of 600 lbf/in tensile	**SF**	
12.05.06	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.05 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.05.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.05.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.05.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.06	**ROOF CONFIGURATION** **1 Ply Mineral Surfaced Cap Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt**			
12.06.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.06.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.06.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.06.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.06.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
12.06.06	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.06 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	

12.06.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**
12.06.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**
12.06.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
12.07	**ROOF CONFIGURATION** **1 Ply Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt, Flood Coat & Aggregate in Hot Modified Coal Tar Pitch**		
12.07.01	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**
12.07.02	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**
12.07.03	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**
12.07.04	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**
12.07.05	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 600 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation	**SF**
12.07.06	**COATING OPTION:**	Add/Deduct for Installing Flood Coat in Cold Process Coal Tar Pitch	**SF**
12.07.07	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.07 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
12.07.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**
12.07.09	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**
12.07.10	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
12.08	**ROOF CONFIGURATION** **1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt**		
12.08.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**

12.08.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	[redacted]
12.08.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.08.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.08.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
12.08.06	**MEMBRANE ADHESIVE & COATING OPTION:**	**Add/Deduct for Cold Applied Modified BUR** Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	**SF**	
12.08.07	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.08 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.08.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.08.09	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.08.10	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.09	**ROOF CONFIGURATION** **1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt**			
12.09.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.09.02	**ROOFING MEMBRANE OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.09.03	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.09.04	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.09.05	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	**SF**	
12.09.06	**MEMBRANE ADHESIVE OPTION:**	**Add/Deduct for Cold Applied Modified BUR** Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	**SF**	

12.09.07	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.09 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.09.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.09.09	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.09.10	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.10	**ROOF CONFIGURATION** **1 Ply Cap Sheet, Set in Cold Process Asphalt, Flood Coat & Aggregate in Cold Applied Modified Coal Tar Pitch and Aggregate**			
12.10.01	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	**SF**	
12.10.02	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	**SF**	
12.10.03	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	**SF**	
12.10.04	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	**SF**	
12.10.05	**ROOFING MEMBRANE & COATING OPTION**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 600 lbf/in tensile	**SF**	
12.10.06	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.10 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.10.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.10.08	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.10.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.11	**ROOF CONFIGURATION** **1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application**			
12.11.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	**SF**	

12.11.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.11 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.11.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.11.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.11.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.12	**ROOF CONFIGURATION** **1 Ply of Torch-Applied Cap Sheet Installed with Torch Application and Finished with a Flood Coat & Aggregate in Cold Process Modified Asphalt**			
12.12.01	**ROOFING MEMBRANE OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 300 lbf/in tensile Torch-Applied Membrane	**SF**	
12.12.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.12 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.12.03	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**	
12.12.04	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**	
12.12.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.13	**ROOF CONFIGURATION** **1 Ply of Mineral Surfaced, Self-Adhering Cap Sheet Installed Using Self-Adhering Backing**			
12.13.01	**ROOF CONFIGURATION OPTION:**	ASTM D 6161 (Polyester) OR 6162 (Fiberglass/Polyester) OR 6163 (Fiberglass) Self-Adhering Reinforced Modified Bituminous Sheet Material Type III - Minimum of 130 lbf/in tensile	**SF**	
12.13.02	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.13 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
12.13.03	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.13.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
12.13.05	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
12.14	**ROOF CONFIGURATION** **1 Ply Fleece-Back Polymeric Cap Sheet (Top Ply) Adhered in Hot ASTM D 312 Type III OR IV Asphalt with Heat Welded Seams**			
12,14.01	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 50 Mil Thickness	**SF**	
12.14.02	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**	

12.14.03	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.14 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
12.14.04	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**
12.14.05	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**
12.14.06	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
12.15	**ROOF CONFIGURATION** **1 Ply Fleece-Back Polymeric Cap Sheet (Top Ply) Adhered in Membrane Adhesive with Heat Weld Seams**		
12.15.01	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 50 Mil Thickness	**SF**
12.15.02	**POLYMERIC TOP PLY OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**
12.15.03	**MEMBRANE ADHESIVE OPTION:**	**Add/Deduct for Cold Applied Fleece-Back Polymeric Cap Sheet (Top Ply)** Substitute Membrane Adhesive with Cold Applied Asphalt Adhesive	**SF**
12.15.04	**MEMBRANE ADHESIVE OPTION:**	**PER SQUARE FOOT COST - Cold Applied Fleece-Back Polymeric Cap Sheet (Top Ply)** Substitute Membrane Adhesive with Solvent-Free Asphalt Adhesive	**SF**
12.15.05	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.15 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
12.15.06	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**
12.15.08	**WARRANTY UPCHARGE:**	Labor & Material Warranty with No Dollar Limitations	**SF**
12.15.09	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
13.00	**BUILT-UP COAL TAR ROOF WITH FLOOD COAT AND AGGREGATE IN MODIFIED HOT COAL TAR PITCH**		
13.01	**ROOF CONFIGURATION** **1 Ply of Glass Base, 3 Plies of Polyester Mat or 4 ply of Coal Tar Felts in Modified Hot Coal Tar Pitch (CTP), [Insulation & Glass Base] Set in Hot ASTM D 312 Type III or IV Asphalt**		
13.01.01	**ROOF CONFIGURATION OPTION:**	4-Ply ASTM D 4990 Type I Coal Tar Saturated Felts in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation	**SF**
13.01.02	**ROOF CONFIGURATION OPTION:**	3-Ply Continuous Filament Polyester Mat (5.0 oz./yd2) in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation	**SF**
13.02	**INTERPLY ADHESIVE & FLOOD COAT OPTION:**	**PER SQUARE FOOT COST - SUBSTITUTE STANDARD COAL TAR PITCH** Add/Deduct for Using Standard Coal Tar Pitch Instead of Modified Coal Tar Pitch	**SF**

13.03	**FLOOD COAT OPTION:**	**PER SQUARE FOOT COST - SUBSTITUTE COLD PROCESS+ MODIFIED COAL TAR PITCH FOR FLOOD COAT** Add/Deduct for Using Cold Process Modified Coal Tar Pitch for Flood Coat Instead of Hot Modified Coal Tar Pitch+B222	**SF**	
13.04	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 13.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
13.05	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
13.06	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
13.07	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
14.00	**METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2)**			
14.01	**INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE**			
14.01.01	**INSULATION OPTION:**	Architectural Application - No Insulation; 30 lbs. Felt Underlayment Over Deck	**SF**	
14.01.02	**INSULATION OPTION:**	Architectural Application - No Insulation - WOOD DECK: Class A Fire-Retardant Underlayment	**SF**	
14.01.03	**INSULATION OPTION:**	Architectural Application - Minimal Insulation - WOOD OR METAL DECK: Must Have 1/2" Treated Gypsum Board with Glass-Mat (e.g. DensDeck / Securock / Equal); & 40 mil Self-Adhering Underlayment	**SF**	
14.01.04	**INSULATION OPTION:**	Architectural Application - Mechanically Fasten Polyisocyanurate to Provide an Average R-Value of 20; with 40 mil Self-Adhering Underlayment	**SF**	
14.01.05	**INSULATION OPTION:**	Structural Application Over Open Framing; Over Retrofit Framing; Over an Existing Roof Using Steel Furring - No Insulation	**SF**	
14.01.06	**INSULATION OPTION:**	Structural Application Over Open Framing or Over Retrofit Framing - Fiberglass Batten Insulation with an R-Value of 30	**SF**	
14.01.07	**INSULATION OPTION:**	Structural Application Over Retrofit Framing - Loose Laid Fiberglass Blanket on Existing Deck with an R-Value of 30	**SF**	
14.01.08	**INSULATION OPTION:**	Structural Application Over an Existing Roof Using Steel Furring - Fiberglass Batten Insulation with an R-Value of 20	**SF**	
14.01.09	**INSULATION OPTION:**	Structural Application Over an Existing Roof Using Steel Furring - Mechanically Fastened Polyisocyanurate on Existing Roof with an R-Value of 20	**SF**	

14.02	ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2"		
14.02.01	THICKNESS OPTION:	Bare Aluminum Panel Price - 0.032" Aluminum, 18" - 19" Wide Panels	SF
14.02.02	THICKNESS OPTION:	Add for Bare Aluminum 0.040" Aluminum , 18" - 19" Wide Panels	SF
14.02.03	PANEL WIDTH OPTION:	Add for 12" - 13" Panel Width - Aluminum	SF
14.02.04	PANEL WIDTH OPTION:	Add for 16" - 17" Panel Width - Aluminum	SF
14.02.05	PANEL WIDTH OPTION:	Add for 24" - 25" Panel Width - Aluminum	SF
14.02.06	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	SF
14.02.07	THICKNESS OPTION:	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" - 19" Wide Panels	SF
14.02.08	PANEL WIDTH OPTION:	Add for 12" - 13" Panel Width - Galvalume Coated Steel or Equal	SF
14.02.09	PANEL WIDTH OPTION:	Add for 16" - 17" Panel Width - Galvalume Coated Steel or Equal	SF
14.02.10	PANEL WIDTH OPTION:	Add for 24" - 25" Panel Width - Galvalume Coated Steel or Equal	SF
14.02.11	COLOR OPTION:	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF
14.02.12	COLOR OPTION:	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF
14.02.13	COLOR OPTION:	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	SF
14.02.14	THICKNESS OPTION:	Stainless Steel Panel Price - 24 Ga , 18" - 19" Wide Panels	SF
14.02.15	THICKNESS OPTION:	Stainless Steel Panel Price - 22 Ga, 18" - 19" Wide Panels	SF
14.02.16	PANEL WIDTH OPTION:	Add for 12" - 13" Panel Width - Stainless Steel	SF
14.02.17	PANEL WIDTH OPTION:	Add for 16" - 17" Panel Width - Stainless Steel	SF
14.02.18	PANEL WIDTH OPTION:	Add for 24" - 25" Panel Width - Stainless Steel	SF
14.02.19	THICKNESS OPTION:	Copper Panel Price - 16 oz,18" - 19" Wide Panels	SF
14.02.20	THICKNESS OPTION:	Copper Panel Price - 20 Oz, 18" - 19" Wide Panels	SF
14.02.21	PANEL WIDTH OPTION:	Add for 12" - 13" Panel Width - Copper	SF
14.02.22	PANEL WIDTH OPTION:	Add for 16" - 17" Panel Width - Copper	SF
14.02.23	PANEL WIDTH OPTION:	Add for 24" - 25" Panel Width - Copper	SF
14.02.24	THICKNESS OPTION:	Zinc Panel Price - 0.032", 18" - 19" Wide Panels	SF

14.02.25	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 18" - 19" Wide Panels	**SF**
14.02.26	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Zinc	**SF**
14.02.27	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Zinc	**SF**
14.02.28	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Zinc	**SF**
14.02.29	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over a Deck At or Above 3:12 Slope	**SF**
14.02.30	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over a Deck Below 3:12 Slope	**SF**
14.02.31	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Open Framing At or Above 3:12 Slope	**SF**
14.02.32	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Open Framing Below 3:12 Slope	**SF**
14.02.33	**PANEL INSTALLATION OPTION:**	Structural Application - At or Above 3:12 Slope - Installed Over Retrofit Framing System	**SF**
14.02.34	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Retrofit Framing System Below 3:12 Slope	**SF**
14.02.35	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Existing Roof Using Steel Furring At or Above 3:12 Slope	**SF**
14.02.36	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Existing Roof Using Steel Furring Below 3:12 Slope	**SF**
14.02.37	**PANEL FABRICATION OPTION:**	On-Site Roll Forming - To achieve panel lengths in excess of shipping or transportation limitations	**SF**
14.02.38	**PANEL FABRICATION OPTION:**	Curving Panels - Curving panels to meet architectural requirements	**SF**
14.02.39	**PANEL FABRICATION OPTION:**	Tapering Panels - Tapering panels to meet architectural requirements	**SF**
14.02.40	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 13.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
14.02.41	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**
14.02.42	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**
14.02.43	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
14.03	**ROOF CONFIGURATION** **Architectural or Structural Standing Seam Roof System; Seam Height At or Above 1" Below 2"; Aluminum Panels**		
14.03.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 18" Wide Panels	**SF**
14.03.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum , 18" Wide Panels	**SF**
14.03.03	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Aluminum	**SF**
14.03.04	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Aluminum	**SF**
14.03.05	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" Wide Panels	**SF**
14.03.06	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" Wide Panels	**SF**

14.03.07	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Galvalume Coated Steel or Equal	**SF**	
14.03.08	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Galvalume Coated Steel or Equal	**SF**	
14.03.09	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.03.10	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.03.11	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
14.03.12	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga , 18" Wide Panels	**SF**	
14.03.13	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga, 18" Wide Panels	**SF**	
14.03.14	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Stainless Steel	**SF**	
14.03.15	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Stainless Steel	**SF**	
14.03.16	**THICKNESS OPTION:**	Copper Panel Price - 16 oz,18" Wide Panels	**SF**	
14.03.17	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz, 18" Wide Panels	**SF**	
14.03.18	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Copper	**SF**	
14.03.19	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Copper	**SF**	
14.03.20	**THICKNESS OPTION:**	Zinc Panel Price - 0.032", 18" Wide Panels	**SF**	
14.03.21	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 18" Wide Panels	**SF**	
14.03.22	**PANEL WIDTH OPTION:**	Add for 12" Panel Width - Zinc	**SF**	
14.03.23	**PANEL WIDTH OPTION:**	Add for 16" Panel Width - Zinc	**SF**	
14.03.24	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate At or Above 3:12 Slope	**SF**	
14.03.25	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate Below 3:12 Slope	**SF**	
14.03.26	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Open Framing At or Above 3/12 Slope	**SF**	
14.03.27	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Retrofit Framing System At or Above 3:12 Slope	**SF**	
14.03.28	**PANEL INSTALLATION OPTION:**	Structural Application - Installed Over Existing Roof Using Steel Furring At or Above 3:12 Slope	**SF**	
14.03.30	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 14.03 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
14.03.31	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
14.03.32	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	

14.03.33	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
14.04	**ROOF CONFIGURATION** **Architectural Standing Seam Roof System; Seam Height Below 1"**		
14.04.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 14.5" Wide Panels	**SF**
14.04.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum, 14.5" Wide Panels	**SF**
14.04.03	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 14.5" Wide Panels	**SF**
14.04.04	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 14.5" Wide Panels	**SF**
14.04.05	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
14.04.06	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
14.04.07	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
14.04.08	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga, 14.5" Wide Panels	**SF**
14.04.09	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga, 14.5" Wide Panels	**SF**
14.04.10	**THICKNESS OPTION:**	Copper Panel Price - 16 Oz., 14.5" Wide Panels	**SF**
14.04.11	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz., 14.5" Wide Panels	**SF**
14.04.12	**THICKNESS OPTION:**	Zinc Panel Price - 0.032" , 14.5" Wide Panels	**SF**
14.04.13	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 14.5" Wide Panels	**SF**
14.04.14	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate At or Above 3:12 Slope	**SF**
14.04.15	**PANEL INSTALLATION OPTION:**	Architectural Application - Installed Over Substrate Below 3:12 Slope	**SF**
14.04.16	**WARRANTY CHARGE:**	Cost to Provide 15 Year - Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 14.04 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
14.05	**ROOF CONFIGURATION** **Flat Seam Metal Roof System - 8' Wide / 30 Gauge**		
14.05.01	**INSULATION OPTION:**	3/4" of Expanded Polystyrene (Minimum 1.5 lbs./cft) - Includes Panel and Installation of Roof System	**SF**
14.05.02	**INSULATION OPTION:**	Mechanically Fastened Polyisocyanurate with an Average R-Value of 20 - Includes Panel and Installation of Roof System	**SF**
14.05.03	**UNDERLAYMENT OPTION:**	Add Install 40 mil self-adhesive membrane as an Underlayment	**SF**

14.05.04	**PANEL WIDTH OPTION:**	Add/Deduct for 6' Wide Option	**SF**
14.05.05	**PANEL WIDTH OPTION:**	Add/Deduct for 10' Wide Option	**SF**
14.05.06	**PANEL WIDTH OPTION:**	Add/Deduct for 12' Wide Option	**SF**
14.05.07	**WARRANTY CHARGES:**	Cost to Provide 15 Year - Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 14.05 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
15.00	**RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS**		
15.01	**PREPARE METAL ROOF FOR RESTORATION BY WIRE BRUSHING ROOF SURFACE** Wire Brush Metal Roof Surface to Remove Loose Paint, Rust or Expose Bare Metal		**SF**
15.02	**PREPARE METAL ROOF FOR RESTORATION BY WIRE BRUSHING METAL ROOF SEAMS** Wire Brush Metal Roof Seams to Remove Loose Paint, Rust or Expose Bare Metal		**LF**
15.03	**PREPARE METAL ROOF FOR RESTORATION BY SANDBLASTING METAL ROOF** Sand-Blast Metal Roof Surface and Seams to Remove Loose Paint, Rust or Expose Bare Metal		**SF**
15.04	**RESATURATION OF ASPHALT ROOF SURFACE WITH ASPHALT COATING SYSTEM** Wet Vac Roof to Remove Aggregate, Apply Cold Applied Modified Asphalt Flood Coat & New Aggregate - Coating Applied at 6-8 Gallons per Sq. w/ New Gravel According to Manufacturer's Specifications (New Flashings also Required Separate Line Item)		**SF**
15.05	**RESATURATION OF ASPHALT OR COAL TAR PITCH BURs WITH COAL-TAR PITCH COATING SYSTEM** Wet Vac Roof to Remove Aggregate, Apply Cold Applied Modified Coal Tar Flood Coat & New Aggregate as Specified Applied at 6-8 Gallons per Sq. w/ New Gravel According to Manufacturer's Specifications (New Flashings also Required Refer to Flashing Line Item)		**SF**
15.06	**RESTORATION OF METAL ROOF SYSTEM WITH SYNTHETIC RUBBER COLD-APPLIED COATING** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPRATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green; Use Portable Blowers to Clear Roof of Moisture; Apply seam sealer to seams (1 Gallon per 14 left) Base Coat / Top Coat with Synthetic Rubberized Restorative Coating (1.5 Gallons per Sq.) According to Manufacturer's Specifications		**SF**
15.07	**RESTORATION OF A METAL ROOF SYSTEM WITH SINGLE-COMPONENT URETHANE** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPARATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green, Apply Primer with Rust Inhibiting and Chemical Corrosion Resistance at a Rate of 1/4 Gallon per Square; Wait at least 3 Hours for Primer to Dry; Strip in Seams, Around Penetrations and Fasteners with a Single-Component, Aliphatic Urethane at a Rate of 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on All Stripped in Areas) USE SEPARATE LINE ITEM; Wait 24-48 Hours; Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.		**SF**
15.08	**RESTORATION OF A METAL ROOF SYSTEM WITH TWO-COMPONENT, LOW-ODER URETHANE** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPARATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green, Apply Primer with Rust Inhibiting and Chemical Corrosion Resistance at a Rate of 1/4 Gallon per Square; Wait at least 3 Hours for Primer to Dry; Strip in Seams, Around Penetrations and Fasteners with a Two-Component, Low-Oder Urethane at a Rate of 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on All Stripped-In Areas) USE SEPARATE LINE ITEM; Wait 24-48 Hours; Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.		**SF**
15.09	**COAT ROOF WITH HIGH PERFORMANCE FLUORPOLYMER PAINT SYSTEM FOR METAL ROOFS** Prepare Metal Roof Surface by Scraping, Sanding, Wire Brushing or Blasting (USE SEPARATE LINE ITEM FOR BLASTING & WIRE BRUSHING); Clean with TSP or Simple Green, Prime at a Rate of (Primer 1/4" Gallon per Square); Wait; Install Base Coat and Top Coat at a Rate of 1/4 Gallon per Sq. per Coat According to Manufacturer's Specifications		**SF**
15.10	**RESTORATION OF A SINGLE-PLY WITH SINGLE-COMPONENT URETHANE & STRIPPED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Strip in Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.		**SF**

15.11	**RESTORATION OF SMOOTH-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH SINGLE-COMPONENT URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 2 Gallons per Square and a Top Coat of 1.5 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	[redacted]
15.12	**RESTORATION OF A SINGLE-PLY ROOF OR SMOOTH-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, SINGLE-COMPONENT URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3.0 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.13	**RESTORATION OF A MINERAL-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH SINGLE-COMPONENT URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 2.0 Gallons per Square and Top Coat at a Rate of 2.0 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.14	**RESTORATION OF A MINERAL-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, SINGLE-COMPONENT URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1.5 Gallon per Square (3.5 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.15	**RESTORATION OF A SINGLE-PLY WITH TWO-COMPONENT, LOW-ODER URETHANE & STRIPPED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Strip in Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and a Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.16	**RESTORATION OF SMOOTH-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH TWO-COMPONENT, LOW-ODER URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 2 Gallons per Square and a Top Coat at a Rate of 1.5 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.17	**RESTORATION OF A SINGLE-PLY ROOF OR SMOOTH-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	[redacted]
15.18	**RESTORATION OF A MINERAL-SURFACED BURs/MODIFIED BURS ROOF SYSTEMS WITH TWO-COMPONENT, LOW-ODOR URETHANE & REINFORCED SEAMS** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2.0 Gallons per Square / Reinforcement / 1.0 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Base Coat at a Rate of 2.0 Gallons per Square and a Top Coat at a Rate of 2.0 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	
15.19	**RESTORATION OF A MINERAL-SURFACE BUR/MODIFIED BUR SYSTEMS WITH FULLY-REINFORCED, TWO-COMPONENT, LOW-ODER URETHANE** Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Entire Roof Surface by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1.5 Gallon per Square (3.5 Gallons per Square Total Prior to Top Coat), Wait 24-48 Hours, Apply Two-Component, Low-Oder Urethane as a Top Coat at a Rate of 2 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	**SF**	

15.20	**RESATURATION OF SMOOTH-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared roof scan roof system and replace all wet insulation (USE SEPARATE LINE ITEMS); Prime the roof surface at rate of 1/2 - 3/4 Gallons per Square; Apply heavy-bodied, fiber reinforced asphalt roof coating and embed firm polyester reinforcement at a rate of 3.0 Gallons per Square / Polyester /3.5 Gallons per Square.	**SF**
15.21	**RESATURATION OF SMOOTH-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared roof scan roof system and replace all wet insulation (USE SEPARATE LINE ITEMS); Prime the roof surface at rate of 1/2 - 3/4 Gallons per Square; Apply heavy-bodied, fiber reinforced asphalt roof coating and embed soft polyester reinforcement at a rate of 1.2 Gallons per Square / Polyester /1.4 Gallons per Square.	**SF**
15.22	**RESATURATION OF MINERAL-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared roof scan roof system and replace all wet insulation (USE SEPARATE LINE ITEMS); Prime the roof surface at rate of 1/2 - 3/4 Gallons per Square; Apply heavy-bodied, fiber reinforced asphalt roof coating and embed firm polyester reinforcement at a rate of 3.5 Gallons per Square / Polyester / 3.5 Gallons per Square.	**SF**
15.23	**RESATURATION OF MINERAL-SURFACED ASPHALT ROOF WITH FULLY REINFORCED FIBERED ASPHALT COATING SYSTEM** Infrared Roof Scan Roof System And Replace All Wet Insulation (Use Separate Line Items); Prime The Roof Surface At Rate Of 1/2 - 3/4 Gallons Per Square; Apply Heavy-Bodied, Fiber Reinforced Asphalt Roof Coating And Embed Soft Polyester Reinforcement At A Rate Of 1.4 Gallons Per Square / Polyester /1.4 Gallons Per Square.	**SF**
15.24	**COAT EXISTING ROOF SURFACE WITH FIBRATED ALUMINUM ROOF COATING** Prepare Roof Surface by Sweeping Off All Dirt, Dust and Debris; If Existing Roof Surface is Weathered, Prime the Roof Surface at a Rate of 1 Gallon per Square; If Repairs to Any Cracks, Splits or Surface Irregularities Exist, Repair with a 3 Course Application of Mastic / Mesh / Mastic (USE SEPARATE LINE ITEM); Apply Fibrated Aluminum Roof Coating at a Rate of 2 Gallons per Square.	**SF**
15.25	**RESTORATION OF SMOOTH-SURFACED OR MINERAL-SURFACED ASPHALT-BASED ROOF WITH FULLY-REINFORCED GLASS FIBERED ASPHALT EMULSION** Prepare Roof Surface to be Clean & Free of Dust; Repair All Splits Tears of Blisters with a Three Course Application of Mastic / Mesh / Mastic (USE SEPARATE LINE ITEM); Prime the Roof Surface at a Rate of 1/2 Gallon per Square. Embed Polyester into the Asphalt Emulsion in a 2 Coat Application at a Rate of 3 Gallons per Square / Polyester / 3 Gallons per Square	**SF**
15.26	**RESTORATION OF SMOOTH-SURFACED OR MINERAL-SURFACED ASPHALT-BASED ROOF WITH GLASS FIBERED ASPHALT EMULSION** Prepare Roof Surface to be Clean & Free of Dust; Repair All Splits Tears of Blisters with a Three Course Application of Mastic / Mesh / Mastic (USE SEPARATE LINE ITEM); Prime the Roof Surface at a Rate of 1/2 Gallon per Square. Apply Asphalt Emulsion in a 2 Coat Application at a Rate of 2.5 Gallons per Square per Coat.	**SF**
15.27	**RESTORATION OF SINGLE-PLY, SMOOTH-SURFACED OR MINERAL-SURFACED ASPHALT-BASED ROOF WITH SILICONE COATING** Prepare Roof Surface to be Clean & Free of Dust; Apply Silicone Coating System in a Single Coat Application at a Rate of 2.5 Gallons per Square	**SF**
15.28	**RESTORATION OF GRAVEL-SURFACED ASPHALT-BASED ROOF WITH SILICONE COATING** Wet Vac or Spud Any Loose Gravel Off of Roof Surface & Dispose; Sweep Roof Surface to be Clean and Free of Dust; Apply Primer as a Bleed-Blocker at a Rate of 1/2 Gallon per Square; Apply Self-Leveling Silicone at a Rate of 6 Gallons per Square; Apply Silicone Coating System in a Single Coat Application at a Rate of 2.5 Gallons per Square.	**SF**
15.29	**ELASTOMERIC ASPHALT-BASED LIQUID APPLIED MEMBRANE SYSTEM FOR SMOOTH OR MINERAL SURFACED ROOFS** Clean and Prime then Install Base Coat / Top Coat as Specified with Reinforced Seams - Restoration Coating Fully Reinforced System w/ Reflective Top Coat (3 Gallons per Sq. of Restoration Coating - Reinforcement - Additional 3 Gallons per Sq. of Restoration Coating; Allow 30 Day Cure and Install Reflective Coating at 1 Gallon per Sq. (New Flashings also Required Refer to Flashing Line Item)	**SF**
15.30	**REINFORCING SEAMS WITH SINGLE-COMPONENT URETHANE** Reinforce Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallons per Square (3 Gallons per Square on Seams)	**LF**
15.31	**REINFORCING SEAMS WITH TWO-COMPONENT, LOW-ODER URETHANE** Reinforce Seams by Applying a Two-Component, Low-Oder Urethane 2 Gallons per Square / Reinforcement / 1 Gallons per Square (3 Gallons per Square on Seams)	**LF**
15.32	**STRIPPING IN SEAMS WITH SINGLE-COMPONENT URETHANE** Strip in Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square	**LF**
15.33	**STRIPPING IN SEAMS WITH TWO-COMPONENT, LOW-ODER URETHANE** Strip in Seams by Applying a Two-Component, Low Odor Urethane 2 Gallons per Square	**LF**
16.00	**INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS**	

16.01	**INSTALL NEW THREE-TAB SHINGLE ROOF SYSTEM -** New Three-Tab Shingles with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**
16.02	**REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM -** New Dimensional Shingle Roof System with Base Sheet as an Underlayment, Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**
16.03	**INSTALL NEW DIMENSIONAL SHINGLE ROOF SYSTEM -** New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**
16.04	**INSTALL NEW CEDAR SHAKE ROOF SYSTEM -** New Cedar Shake Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**
16.05	**INSTALL NEW BARREL CLAY/CEMENT TILE ROOF SYSTEM -** New Barrel Clay/Cement Tile Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**
16.06	**INSTALL SLATE TILE ROOF SYSTEM -** New Slate Tile Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys		**SF**
16.07	**ADD/DEDIUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF -** Install Self-Adhering Underlayment on Entire Roof Deck		**SF**
17.00	**FULLY ADHERED SINGLE-PLY ROOF SYSTEMS**		
17.01	**METAL DECK - SINGLE-PLY APPLICATION**		
17.01.01	**INSTALLATION OPTION:**	Mechanically Fasten Polyisocyanurate / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**
17.02	**WOOD/TECTUM DECK - SINGLE-PLY APPLICATION**		
17.02.01	**INSTALLATION OPTION:**	WOOD DECK: Mechanically Fasten Polyisocyanurate / Adhere Treated 1/2" Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20	**SF**
17.02.02	**INSTALLATION OPTION:**	TECTUM DECK: Mechanically Attach Base Sheet & Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**
17.02.03	**INSTALLATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**
17.03	**LIGHTWEIGHT CONCRETE/GYPSUM DECK - SINGLE-PLY APPLICATION**		
17.03.01	**INSTALLATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**
17.03.02	**INSTALLATION OPTION:**	Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	**SF**
17.04	**CONCRETE DECK - SINGLE-PLY APPLICATION**		

17.04.01	**INSULATION OPTION:**	Adhere Polyisocyanurate in Insulation Adhesive / Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**
17.04.02	**INSULATION OPTION:**	Minimal Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	**SF**
17.05	**ROOF CONFIGURATION:** **Fully Adhered Single-Ply Roof System Installed Over Prepared Surface or Insulation**		
17.05.01	**SINGLE-PLY ROOF TYPE:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 45 Mil Thickness	**SF**
17.05.02	**SINGLE-PLY ROOF TYPE:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 60 Mil Thickness	**SF**
17.05.03	**SINGLE-PLY ROOF TYPE:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 90 Mil Thickness	**SF**
17.05.04	**SINGLE-PLY ROOF TYPE:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 45 Mil Thickness	**SF**
17.05.05	**SINGLE-PLY ROOF TYPE:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	**SF**
17.05.06	**SINGLE-PLY ROOF TYPE:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 90 Mil Thickness	**SF**
17.05.07	**SINGLE-PLY ROOF TYPE:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 45 Mil Thickness	**SF**
17.05.08	**SINGLE-PLY ROOF TYPE:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 60 Mil Thickness	**SF**
17.05.09	**SINGLE-PLY ROOF TYPE:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 90 Mil Thickness	**SF**
17.05.10	**SINGLE-PLY ROOF TYPE:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 45 Mil Thickness	**SF**
17.05.11	**SINGLE-PLY ROOF TYPE:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**
17.05.12	**SINGLE-PLY ROOF TYPE:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 80 Mil Thickness	**SF**
17.05.13	**INSTALLATION OPTION:**	Add / Deduct for Mechanically Attaching Single-Ply Roof System Vs. Fully Adhering	**SF**
17.05.15	**WARRANTY CHARGES:**	Cost to Provide 15 Year - Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 17.05 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**
17.05.16	**WARRANTY UPCHARGE:**	Add to provide coverage for a 15 Year Labor & Material Warranty with No Dollar Limitations	**SF**
17.05.17	**WARRANTY UPCHARGE:**	Add to provide coverage for a 20 Year Labor & Material Warranty with No Dollar Limitations	**SF**
17.05.18	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**
18.00	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEMS WITH POLYURETHANE RESIN COATINGS**		
18.01	**POLYURETHANE COATINGS DIRECT TO PRIMED CONCRETE SUBSTRATE (INCLUDE PRIMER FOR CONCRETE SUBSTRATE)**		
18.01.01	**FLUID APPLIED MEMBRANE SYSTEM:**	Two Coat System	**SF**
18.01.02	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat System	**SF**

18.01.03	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat Reinforced System	**SF**	[redacted]
18.01.04	**FLUID APPLIED MEMBRANE SYSTEM:**	Four Coat Reinforced System	**SF**	
18.01.05	**WARRANTY CHARGES:**	5 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.01	**SF**	
18.01.06	**WARRANTY CHARGES:**	10 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.01	**SF**	
18.02	**POLYURETHANE COATINGS DIRECT TO WOOD SUBSTRATE**			
18.02.01	**FLUID APPLIED MEMBRANE SYSTEM:**	Two Coat System	**SF**	
18.02.02	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat System	**SF**	
18.02.03	**FLUID APPLIED MEMBRANE SYSTEM:**	Three Coat Reinforced System	**SF**	
18.02.04	**FLUID APPLIED MEMBRANE SYSTEM:**	Four Coat Reinforced System	**SF**	
18.02.05	**WARRANTY CHARGES:**	5 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.02	**SF**	
18.02.06	**WARRANTY CHARGES:**	10 Year Waterproofing Material Warranty Limited to the Dollar Amount of the Material Original Purchase as a Standard Warranty for All Applications in this Section 18.02	**SF**	
18.03	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEM BASE ON POLYURETHANE RESINS - CONCRETE SURFACE REPAIRS & PREPARATION**			
18.03.01	**CONCRETE REPAIRS TO OVERHEAD SURFACES: 2"-4" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	[redacted]
18.03.02	**CONCRETE REPAIRS TO OVERHEAD SURFACES: FULL DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	
18.03.03	**CONCRETE REPAIRS TO VERTICAL SURFACES: 3"-5" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	
18.03.04	**CONCRETE REPAIRS TO VERTICAL SURFACES - 5"-8" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.05	**CONCRETE REPAIRS TO VERTICAL SURFACES - FULL DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.06	**CONCRETE REPAIRS TO HORIZONTAL SURFACES: 2"-4" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation		**SF**	
18.03.07	**CONCRETE REPAIRS TO HORIZONTAL SURFACES - 4"-6" DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.08	**CONCRETE REPAIRS TO HORIZONTAL SURFACES - FULL DEPTH** Removal and replacement of damaged concrete to exclude substrate repair / re-installation; includes reinforcement		**SF**	
18.03.09	**GRINDING** Grind an existing coating		**SF**	
18.03.10	**HANDHELD GRINDING** Grind an existing coating in areas that only can be done by hand		**SF**	
18.03.11	**MILLING** Mill an existing coating 1/8 inch to 1/4 inch		**SF**	
18.03.12	**PRESSURE WASHING - HORIZONTAL** Pressure washing horizontal surfaces with 2000 PSI or greater		**SF**	
18.03.13	**PRESSURE WASHING - VERTICAL** Pressure washing horizontal surfaces with 2000 PSI or greater		**SF**	
18.03.14	**SAND BLASTING** Sand blast an existing coating		**SF**	
18.03.15	**SHOT BLASTING** Shot blast an existing coating		**SF**	

18.04	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEM BASE ON POLYURETHANE RESINS - ANCILARY REPAIRS & SURFACE PREPARATION**		
18.04.01	**STRUCTURAL EXPANSION JOINT** Installation or replacement of an expansion joint that is necessary for structural integrity		**LF**
18.04.02	**CAULKING JOINTS** Installation of caulking in joints. See caulking chart		**LF**
18.04.03	**ROUTING AND REMOVAL OF EXISTING CAULK** Rout and remove of existing caulk out of expansion joints		**LF**
18.04.04	**EPOXY INJECTION FOR CRACK REPAIR** Route cracks, drill holes every 18" inches, and inject and seal with epoxy		**LF**
18.04.05	**TAPE WOOD DECK JOINTS - INSTALLATION OF TAPE ON DECK JOINTS**		**LF**
18.04.06	**WOOD SUBSTRATE REPLACEMENT - REMOVAL AND REPLACEMENT**		**SF**
18.05	**FLUID APPLIED WATERPROOFING MEMBRANE SYSTEM BASE ON POLYURETHANE RESINS - ADDITIONAL OPTIONS FOR APPLICATION & SURFACING**		
18.05.01	**INSTALL REINFORCEMENT IN COATING SYSTEM** Installation of reinforcement adjustment of coverage rates to accommodate reinforcement		**LF**
18.05.02	**BROADCAST GRANULES TO PROVIDE SKID RESISTANCE** Broadcast aggregate or granules to provide skid resistance in top **coat**		**LF**
19.00	**WALL COATINGS FOR COATING WALL SYSTEMS**		
19.01	**ELASTOMERIC COATING FOR STUCCO WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**
19.02	**ELASTOMERIC COATING FOR EFIS WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**
19.03	**ELASTOMERIC COATING FOR CMU WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**
19.04	**ELASTOMERIC COATING FOR CONCRETE TILT WALL SYSTEM -** Base Coat of Coating @ 1 Gallon per Sq. / Top Coat @ 1 Gallon per Sq. Applied as Specified		**SF**
20.00	**NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS**		
20.01	**ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS:** Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt		
20.01.01	**FLASHING OPTION:**	Separate Base & Top Ply: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	**SF**
20.01.02	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**
20.01.03	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**
20.01.04	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	**SF**

20.01.05	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	**SF**	[redacted]
20.01.06	**FLASHING OPTION:**	Separate Base & Top Ply: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	**SF**	
20.01.07	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**	
20.01.08	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**	
20.01.09	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	**SF**	
20.01.10	**FLASHING OPTION:**	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 200 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	**SF**	
20.01.11	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	**SF**	[redacted]
20.01.12	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	**SF**	
20.01.13	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	**SF**	

20.01.14	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	**SF**	
20.01.15	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Flashing Ply - 300 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	**SF**	
20.01.16	**PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE** Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application		**SF**	
20.01.17	**PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE** Substitute Hot Asphalt Application for No VOCs, 100% Solids Cold Process Flashing Adhesive Application		**SF**	
20.02	**Torch Applied Flashings -** Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied			
20.02.01	**FLASHING OPTION:**	BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	**SF**	
20.03	**Self-Adhering Flashings -** Minimum 1 Ply of Self-Adhering Base and Self-Adhering Mineral Cap Sheet; Self-Adhering			
20.03.01	**FLASHING OPTION:**	BASE PLY: SBS Polyester OR Fiberglass/Polyester OR Fiberglass Reinforced Self-Adhering Flashing Ply - 50 lbf/ tensile (ASTM D 5147); TOP PLY: ASTM D 6161 (Polyester) OR 6162 (Fiberglass/Polyester) OR 6163 (Fiberglass) Self-Adhering Reinforced Modified Bituminous Membrane Type III - 130 lbf/in tensile	**SF**	
20.04	**Single-Ply Flashings -** Fully Adhered Single-Ply Roof Flashings Installed on Corresponding Single-Ply Roof Systems			
20.04.01	**ROOF MEMBRANE OPTION:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 45 Mil Thickness	**SF**	
20.04.02	**ROOF MEMBRANE OPTION:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 60 Mil Thickness	**SF**	
20.04.03	**ROOF MEMBRANE OPTION:**	ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 90 Mil Thickness	**SF**	
20.04.04	**ROOF MEMBRANE OPTION:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 45 Mil Thickness	**SF**	
20.04.05	**ROOF MEMBRANE OPTION:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 60 Mil Thickness	**SF**	
20.04.06	**ROOF MEMBRANE OPTION:**	ASTM D 6878 - Thermoplastic Polyolefin (TPO) - 90 Mil Thickness	**SF**	
20.04.07	**ROOF MEMBRANE OPTION:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 45 Mil Thickness	**SF**	
20.04.08	**ROOF MEMBRANE OPTION:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 60 Mil Thickness	**SF**	
20.04.09	**ROOF MEMBRANE OPTION:**	ASTM D 4434 - Poly Vinyl Chloride (PVC) - 90 Mil Thickness	**SF**	
20.04.10	**ROOF MEMBRANE OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 45 Mil Thickness	**SF**	

20.04.11	**ROOF MEMBRANE OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 60 Mil Thickness	**SF**
20.04.12	**ROOF MEMBRANE OPTION:**	ASTM D 6754 - Ketone Ethylene Ester (KEE) - 80 Mil Thickness	**SF**
21.00	**METAL WALL PANEL SYSTEMS**		
21.01	**WALL SYSTEM** Exposed Fastener Wall Panel System		
21.01.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 36" Wide Panels	**SF**
21.01.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum, 36" Wide Panels	**SF**
21.01.03	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Aluminum	**SF**
21.01.04	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 36" Wide Panels	**SF**
21.01.05	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 36" Wide Panels	**SF**
21.01.06	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Galvalume Coated Steel or Equal	**SF**
21.01.07	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
21.01.08	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
21.01.09	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
21.01.10	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga, 36" Wide Panels	**SF**
21.01.11	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga, 36" Wide Panels	**SF**
21.01.12	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Stainless Steel	**SF**
21.01.13	**THICKNESS OPTION:**	Copper Panel Price - 16 Oz., 36" Wide Panels	**SF**
21.01.14	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz., 36" Wide Panels	**SF**
21.01.15	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Copper	**SF**
21.01.16	**THICKNESS OPTION:**	Zinc Panel Price - 0.032", 36" Wide Panels	**SF**
21.01.17	**THICKNESS OPTION:**	Zinc Panel Price - 0.040", 36" Wide Panels	**SF**
21.01.18	**PANEL WIDTH OPTION:**	Add for 32" Panel Width - Zinc	**SF**
21.01.19	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; 3/4" of Expanded Polystyrene (Minimum 1.5 lbs./cft) Installed Between Girts	**SF**
21.01.20	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Fastened Polyisocyanurate with an Average R-Value of 19 Installed Between Girts	**SF**
21.01.21	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Attach Batten Fiberglass Insulation with an Average R-Value of 19 Installed Between Girts	**SF**
21.01.22	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Steel Stud Wall - Exterior Gypsum Sheeting 1/2" to 5/8" Thickness, Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**

21.01.23	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Existing Wall Construction - Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**
21.01.24	**PANEL INSTALLATION & INSULATION OPTION:**	Over Plywood; No Insulation	**SF**
21.02	**WALL SYSTEM** Concealed Fastener Wall Panel System - 12" Wide Panels		
21.02.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum Thickness	**SF**
21.02.02	**THICKNESS OPTION:**	Add for Bare Aluminum, 0.040" Aluminum	**SF**
21.02.03	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga	**SF**
21.02.04	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga	**SF**
21.02.05	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
21.02.06	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
21.02.07	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**
21.02.08	**THICKNESS OPTION:**	Stainless Steel Panel Price - 24 Ga Thickness	**SF**
21.02.09	**THICKNESS OPTION:**	Stainless Steel Panel Price - 22 Ga Thickness	**SF**
21.02.10	**THICKNESS OPTION:**	Copper Panel Price - 16 Oz Thickness	**SF**
21.02.11	**THICKNESS OPTION:**	Copper Panel Price - 20 Oz Thickness	**SF**
21.02.12	**THICKNESS OPTION:**	Zinc Panel Price - 0.032" Thickness	**SF**
21.02.13	**THICKNESS OPTION:**	Zinc Panel Price - 0.040" Thickness	**SF**
21.02.14	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; 3/4" of Expanded Polystyrene (Minimum 1.5 lbs./cft) Installed Between Girts	**SF**
21.02.15	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Fastened Polyisocyanurate with an Average R-Value of 19 Installed Between Girts	**SF**
21.02.16	**PANEL INSTALLATION & INSULATION OPTION:**	Over Girts; Mechanically Attach Batten Fiberglass Insulation with an Average R-Value of 19 Installed Between Girts	**SF**
21.02.17	**PANEL INSTALLATION & INSULATION OPTION:**	Over Plywood; No Insulation	**SF**
21.02.18	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Steel Stud Wall - Exterior Gypsum Sheeting 1/2" to 5/8" Thickness, Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**

21.02.19	**PANEL INSTALLATION & INSULATION OPTION:**	RAIN SCREEN CONFIGURATION: Over Existing Wall Construction - Air Barrier (Priced Separately Below), Rock Wool or Extruded Polystyrene Insulation (Priced Separately Below) & Metal Wall Panel Drainage, Ventilation and Attachment System	**SF**	
21.02.20	**PANEL TYPE OPTION:**	Add for Factory Insulated Concealed Fastener Wall Panel	**SF**	
21.03	**AIR BARRIER FOR WALL APPLICATIONS (BRICK, CMU, MASONARY WALLS OR STUD WALL WITH EXTERIOR GYPSUM SHEETING)**			
21.03.01	**Non-Permeable Option:**	Fluid Applied System - ASTM 2178	**SF**	
21.03.02	**Non-Permeable Option:**	Fluid Applied Water Based System - ASTM 2178	**SF**	
21.03.03	**Non-Permeable Option:**	Membrane System - ASTM E 2178	**SF**	
21.03.04	**Permeable Option:**	Fluid Applied System - ASTM E 2178 & ASTM E 96	**SF**	
21.03.05	**Permeable Option:**	Fluid Applied Water Based System - ASTM 2178 & ASTM E 96	**SF**	
21.03.06	**Permeable Option:**	Membrane System - ASTM 2178 & ASTM E 96	**SF**	
21.04	**INSULATION FOR WALL APPLICATIONS (INSTALLED OVER AIR BARRIERS)**			
21.04.01	**Insulation Option:**	1" Rock Wool Insulation Installed	**SF**	
21.04.02	**Insulation Option:**	2" Rock Wool Insulation Installed	**SF**	
21.04.03	**Insulation Option:**	3" Rock Wool Insulation Installed	**SF**	
21.04.04	**Insulation Option:**	4" Rock Wool Insulation Installed	**SF**	
21.04.05	**Insulation Option:**	1" Extruded Polystyrene Insulation Installed	**SF**	
21.04.06	**Insulation Option:**	2" Extruded Polystyrene Insulation Installed	**SF**	
21.04.07	**Insulation Option:**	3" Extruded Polystyrene Insulation Installed	**SF**	
21.04.08	**Insulation Option:**	4" Extruded Polystyrene Insulation Installed	**SF**	
22.00	**JOB SITE SPECIFIC MULTIPLIERS** **The multipliers are applied to all line items in total (unless the contrary is specifically identified in the description) for the project because the conditions they address effect overall labor production, construction complexity and/or equipment requirements. Multiple Job Site Specific Multipliers can be used on a single project, but they are not meant to compound on each other.** **For Reference: Attachment B Pricing in this IFB is for material, equipment, tools, labor and supervision necessary to install the line item. It is based upon a 200 - 300 square roofing project that is being performed on a box- or rectangular-shaped building. It is also assumed that the project will have only one roof level that is not more than 20 ft high from the ground. The roof is anticipated to have clear access point and minimal penetrations/obstructions. It is also based upon a 200 - 300 square masonry, wall panel or waterproofing project. The exterior sides of the building are assumed to be box- or rectangular- shaped with minimal doors, windows, penetrations or obstructions. It is anticipated that the sides of the building will have clear tie-off points and easy to access while work is being performed.**			
22.01	**MULTIPLIER - DIFFICULT ROOF OR BUILDING ACCESS** Multiplier is applied when labor production is effected by roof or building access. Situations that can cause roof access to be more difficult include, but are not limited to: no access for lifts or cranes, access is dependent upon road closure, access point requires the closure of a building entrance, roof level is not accessible from the ground, roof area is interior to adjacent roofs or roof materials and materials and equipment must be loaded to one roof area and carried to another roof area, roof materials and equipment must be carried to the roof through an interior building access point, no or limited staging areas on the ground, etc.		**%**	
22.02	**MULTIPLIER - SECURE ACCESS IS REQUIRED TO WORK ON ROOF OR WALLS** Multiplier is applied when labor production is effected daily by the lost time in getting through security or getting access to the job site. Situations include, but are not limited to clearing each employee and all tools through metal detectors, passing through security gates with vehicles, tradespeople and equipment, stringent background checks or higher clearance levels, etc.		**%**	

22.03	**MULTIPLIER - MULTIPLE MATERIAL STAGINGS** Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	**%**	[redacted]
22.04	**MULTIPLIER - ACCELERATED SCHEDULE** Multiplier is applied when increased labor burdens are required due to an accelerated work schedule. Situations include, but are not limited to requiring multiple concurrent trade crews beyond what is normally expected for project size, work to be performed on two (back-to-back) shifts, work requires larger than standard crew sizes, etc.	**%**	
22.05	**MULTIPLIER - NIGHT, WEEKEND OR HOLIDAY WORKING HOURS** Multiplier is applied when increased labor burdens are required due to working hours being limited to nights (equivalent of 3rd shift), weekends or holidays.	**%**	
22.06	**MULTIPLIER - ROOF OR WALLS HAVE LARGE AMOUNT OF PENETRATIONS / ROOF TOP OBSTRUCTIONS** Multiplier is applied when labor production is effected a large number of roof penetrations, a limited amount of open roof areas or low overhead clearance requiring more hand work. Situations include, but are not limited to rooftop penetrations like: soil stacks, sky lights, roof drains, exhaust vents, HVAC equipment, etc. or rooftop obstructions such as: pipes, duct work, electrical wires, hoses or raised equipment, etc.	**%**	
22.07	**MULTIPLIER - CLEARENCE RESTRICTIONS REQUIRE WORKING FROM KNEE-LEVEL OR BELOW (APPLIES TO ONLY THE EFFECTED ROOF AREA)** Multiplier is applied when labor production is effected by height restrictions. Situations that can cause low overhead clearance requiring more hand work include, but are not limited to rooftop equipment.	**%**	
22.08	**MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES** Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	**%**	
22.09	**MULTIPLIER - ROOF HEIGHT IS GREATER THAN 50 FT, BUT LESS THAN OR EQUAL TO 100 FT** Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 5 stories, but are less than or equal to an estimated 10 stories. Additional roof height can require increased safety requirements, larger crane equipment, tie-offs, etc.	**%**	
22.10	**MULTIPLIER - ROOF HEIGHT IS GREATER THAN 100 FT** Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 10 stories. Additional roof height can require increased safety requirements, larger crane equipment, tie-offs, etc.	**%**	[redacted]
22.11	**MULTIPLIER - WALL COATING, MASONRY REPAIRS OR WATERPROOFING REQUIRES A SWING STAGE** Multiplier is applied when labor production is effected by the requirement to use a swing stage. This multiplier applies to wall coatings, masonry repairs or waterproofing work that requires the use of a swing stage.	**%**	
22.12	**MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE** Multiplier is applied when labor production is effected because the roof area is not a box- or rectangular-shaped. Situations considered to be non-standard architecture can include, but are not limited roof areas that contains sharp angles and/or curves, have multiple roof area dividers or expansion joints, long and narrow	**%**	
22.13	**MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE** Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions.	**%**	
22.14	**MULTIPLIER - ROOF HAS GREATER THAN 8/12 SLOPE** Multiplier is applied when Roof Area has a Greater than 8/12 Slope; Very steep slopes have a greater impact on overall labor production and require additional safety precautions.	**%**	
22.15	**MULTIPLIER - ROOF SIZE IS LESS THAN 500 SF** Multiplier is applied when Roof Size is less than 500 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	
22.16	**MULTIPLIER - ROOF SIZE IS GREATER THAN 500 SF, BUT LESS THAN 1,000 SF** Multiplier is applied when Roof Size is greater than 500 SF, but less than 1,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	
22.17	**MULTIPLIER - ROOF SIZE IS GREATER THAN 1,000 SF, BUT LESS THAN 2,000 SF** Multiplier is applied when Roof Size is greater than 1,000 SF, but less than 2,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	
22.18	**MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF** Multiplier is applied when Roof Size is greater than 2,000 SF, but less than 3,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	**%**	[redacted]
22.19	**MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF** Multiplier is applied when Roof Size is greater than 3,000 SF, but less than 5,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	**%**	

22.20	**MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF** Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	%
22.21	**MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF** Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	%
22.22	**MULTIPLIER - ROOF SIZE IS GREATER THAN 30,000 SF, BUT LESS THAN 50,000 SF** Multiplier is applied when Roof Size is greater than 30,000 SF, but less than 50,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a larger than average roof area resulting in fixed costs being a lower portion of the overall job costs	%
22.23	**MULTIPLIER - ROOF SIZE IS GREATER THAN 50,000 SF, BUT LESS THAN 100,000 SF** Multiplier is applied when Roof Size is greater than 50,000 SF, but less than 100,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a large roof area resulting in fixed costs being a small impact on the overall job costs	%
22.24	**MULTIPLIER - ROOF SIZE IS GREATER THAN 100,000 SF, BUT LESS THAN 200,000 SF** Multiplier is applied when Roof Size is greater than 100,000 SF, but less than 200,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across larger roof area resulting in fixed costs being a slight impact on the overall job costs	%
22.25	**MULTIPLIER - ROOF SIZE IS GREATER THAN 200,000 SF** Multiplier is applied when Roof Size is greater than 200,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across very large roof area resulting in fixed costs being a minimal impact on the overall job costs	%

	Cleaning & Caulking	UNIT
23.01	Pressure Wash to Clean Horizontal Surfaces	SF
23.02	Pressure Wash to Clean Vertical Surfaces	SF
23.03	Pressure Wash with TSP or Simple Green to Clean Horizontal Surfaces	SF
23.04	Pressure Wash with TSP or Simple Green to Clean Vertical Surfaces	SF
23.05	Use a Brush to Wash Surface with TSP or Simple Green to Clean Horizontal Surfaces	SF
23.06	Use a Brush to Wash Surface with TSP or Simple Green to Clean Vertical Surfaces	SF
23.07	Prime Existing Asphalt-Based Roof Surface	SF
23.08	Blow-Off Surface Area with Portable Blower to Remove Moisture	SF
23.09	Spud and Scrape Aggregate from Roof Surface Asphalt BUR (Size Reference: 100' X 12")	SF
23.10	Spud and Scrape of Aggregate from Roof Surface Coal Tar BUR (Size Reference: 100' X 12")	SF
23.11	Remove & Dispose Loose Aggregate from Roof Surface (Wet Vac)	SF
23.12	Power Broom Roof Surface	SF
23.13	Remove & Dispose Ballast from Roof Surface	SF
23.14	Remove & Dispose Ballast from Roof Surface at Approved Disposal Site	SF
23.15	Remove Ballast from Roof Surface & Save for Reuse	SF
23.16	Scrape / Sand Loose Paint from Exterior Building Surfaces and Clean-Up Debris	SF
23.17	Sandblasting Paint from Exterior Building Surfaces and Re-Claim Sand	SF
23.18	Apply Coating (Paint) to Horizontal Surface	SF
23.19	Apply Coating (Paint) to Vertical Surface	SF
23.20	Caulking: Remove Existing Caulking & Clean and Prime Joint	LF
23.21	Install Backer Rod in Properly Prepared Opening, Polyethylene - 3/8" Diameter	LF
23.22	Install Backer Rod in Properly Prepared Opening, Polyethylene - 1/2" Diameter	LF
23.23	Install Backer Rod in Properly Prepared Opening, Polyethylene - 3/4" Diameter	LF
23.24	Install Backer Rod in Properly Prepared Opening, Polyethylene - 1" Diameter	LF
	Masonry section	**UNIT**
23.25	Remove and Reset Bricks; 1-50 SF	SF
23.26	Remove and Reset Bricks; Over 50 SF	SF
23.27	Remove and Reset Blocks	SF
23.28	Remove and Reset Coping Stones	Each
23.29	Remove Bricks, Blocks, Coping Stones; 1-50 SF	SF
23.30	Remove Bricks, Blocks, Coping Stones; Over 50 SF	SF
	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.	**UNIT**
23.31	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swing stage 4", 6" and 8" block (high-rise)	Each
23.32	Selective Demolition of Brick Masonry Units with perimeter saw cutting	SF
	Selective Demolition of Mortar Joint with Perimeter Saw cutting	**UNIT**
23.33	Removal of existing mortar (½" wide by ¾" depth)	SF
23.34	Removal of existing mortar (¾" wide by ¾" depth)	SF
23.35	Removal of existing mortar (½" wide by 1½" depth)	SF
23.36	Removal of existing mortar (¾" wide by 1½" depth)	SF
	New Pointing Work	**UNIT**
23.37	Furnish and install new mortar (½" wide by ¾" depth)	SF
23.38	Furnish and install new mortar (¾" wide by ¾" depth)	SF
23.39	Furnish and install new mortar (½" wide by 1 ½" depth)	SF
23.40	Furnish and install new mortar (¾" wide by 1 ½" depth)	SF
	Removal of Roof Parapets	**UNIT**
23.41	Removal of parapet wall (24" high)	SF
23.42	Removal of parapet wall (42" high)	SF
23.43	Removal of parapet wall (24" high)	SF
23.44	Removal of parapet wall (42" high)	SF
	Reconstruction of Brick Masonry Roof Parapets	**UNIT**
23.45	New brick masonry parapet w/stone coping and flashings (24" high)	SF
23.46	New brick masonry parapet w/stone coping and flashings (42" high)	SF
23.47	New brick masonry parapet w/stone coping and flashings (24" high)	SF
23.48	New brick masonry parapet w/stone coping and flashings (42" high)	SF
	New Through wall Flashings	**UNIT**
23.49	Removal of 4 courses brick wall w/Temporary Shoring	SF
23.50	Removal and replacement of steel lintel	SF
23.51	Furnish and install new flashings (Bituthane)	SF
23.52	Furnish and install new flashings (Lead coated copper)	SF

23.53	Furnish and Install New Brick Masonry w/Weep Holes and Screens	SF
23.54	Parging and waterproofing of back-up wall	SF
	Roof Coping Stones.	**UNIT**
23.55	Removal of existing roof coping stones (16 inches)	SF
23.56	Removal and parging of existing substrate	SF
23.57	Furnish and install new lead coated copper flashings	SF
23.58	Drilling and epoxy grouting stainless steel pins	SF
23.59	Reinstallation of existing stones with cleaning	SF
23.60	Furnish and install new coping stones	SF
23.61	Furnish and install new sealants between coping stones.	SF
23.62	Cleaning and coating of existing stones.	SF
	CMU Backup Wall Repair and Waterproofing.	**UNIT**
23.63	Replacement of Deteriorated CMU Back-up	SF
23.64	Parging of CMU back-up wall	SF
23.65	Waterproofing of back-up wall	SF
	Crack Repair	**UNIT**
23.66	Drill and install new stainless steel pins.	Each
23.67	Grouting of open cracks	SF
23.68	Replacement of cracked bricks	SF
	New Concrete and Coating	**UNIT**
23.69	Placement of new high strength patching mortar (2” depth)	SF
23.70	Placement of new high strength patching mortar (3.5” depth).	SF
23.71	Cleaning and coating of concrete surface.	SF
23.72	Sidewalk Bridging.	SF
23.73	Temporary Roof Protection	SF
	Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets	**UNIT**
23.74	Install & Connect new 4" roof drain & Flashing; Excluding Plumbing	EA
23.75	Install & Connect new 6" roof drain & Flashing; Excluding Plumbing	EA
23.76	Install & Connect new 8" roof drain & Flashing; Excluding Plumbing	EA
23.77	Pitch pocket, 24 gauge, GI, 12” x 12”, with storm collar, hemmed to outside, soldered corners and seams	EA
23.78	Pitch pocket, 24 gauge, GI, 6” x 6”, with storm collar hemmed to outside, soldered corners and seams	EA
23.79	Pitch pocket, 24 gauge, GI, 8” x 8”, with storm collar, hemmed to outside, soldered corners and seams	EA
23.80	Plumbing stack, 16 oz. copper flashing	EA
23.81	Plumbing stack, 24 gad Zinc flashing	EA
23.82	Plumbing stack, 4# lead flashing	EA
23.83	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 12" Straight	EA
23.84	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 2" Corners	EA
23.85	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 3" Kit	EA
23.86	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Kit	EA
23.87	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Rounds	EA
23.88	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Kit	EA
23.89	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Straight	EA
23.90	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit	EA
23.91	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit with 2-Part Filler	EA
23.92	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Rounds	EA
23.93	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 9" Kit	EA
23.94	Installation of Roof Curbs 2" X 4"	LF
23.95	Installation of Roof Curbs 2" X 6"	LF
23.96	Installation of Roof Curbs 2" X 8"	LF
23.97	Installation of Coping/Edge Nailers 2" X 4"	LF
23.98	Installation of Coping/Edge Nailers 2" X 6"	LF
23.99	Installation of Coping/Edge Nailers 2" X 8"	LF
23.100	Installation of Coping/Edge Nailers 2" X 10"	LF
23.101	Installation of Coping/Edge Nailers 2" X 12"	LF
23.102	Installation of Coping/Edge Nailers 2" X 14"	LF
23.103	Installation of Coping/Edge Nailers 2" X 16"	LF
23.104	Provide a cast iron drain strainer	EA
23.105	Reflash existing roof drain	EA
23.106	Scupper, .050 Aluminum, match existing configuration	LF

23.107	Scupper, 16 oz Copper, match existing configuration	LF
23.108	Scupper, 20 gad Stainless Steel, match existing configuration	LF
23.109	Sleeper Cap - 24 Gad Galvanized	LF
	Roof Accessories	**UNIT**
23.110	Walkway Pads	
23.111	30" wide roll goods, tape attached	EA
23.112	30" wide roll, hot asphalt attached	EA
23.113	30" wide roll, adhesive attached	EA
23.114	Expansion joint, butyl or neoprene bellows, galvanized flange	LF
23.115	Roof ladder, security ladder guard	EA
23.116	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	EA
23.117	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	EA
23.118	Roof ventilators	EA
23.119	Termination bar, aluminum, 1/4" x 1"	LF
	Common Roof Repair Items	**UNIT**
23.120	3-Course Application; Mastic-Mesh-Mastic; 15" Wide Total; 12" Wide Mesh	LF
23.121	3-Course Application; Mastic-Mesh-Mastic; 9" Wide Total; 6" Wide Mesh	LF
23.122	3-Course Application; Urethane-Reinforcement-Urethane (< 500 SF)	SF
23.123	3-Course Application; Urethane-Reinforcement-Urethane (> 500 SF)	SF
23.124	Install Self-Adhering Cap Sheet Over Repair Area (< 500 SF)	SF
23.125	Install Self-Adhering Cap Sheet Over Repair Area (> 500 SF)	SF
23.126	Torch Cap Sheet Over Repair Area (< 500 SF)	SF
23.127	Torch Cap Sheet Over Repair Area (> 500 SF)	SF
23.128	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (< 500 SF)	SF
23.129	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (> 500 SF)	SF
	Leak Response & Preventive Maintenance	**UNIT**
23.153	Leak Response Work Order Tracking & Dispatch	EA
23.154	Leak Response Completion Report with Back-Up	EA
23.155	Preventive Maintenance (Single Campus - All Roof Sections)	SF
23.156	Preventive Maintenance (Multiple Campuses City-/County-wide - All Roof Sections)	SF
23.157	Preventive Maintenance (Multiple Campuses State-wide - All Roof Sections)	SF
23.155	Preventive Maintenance Performed Concurrent with Visual Inspection (Single Campus - All Roof Sections)	SF
23.156	Preventive Maintenance Performed Concurrent with Visual Inspection (Multiple Campuses City-/County-wide - All Roof Sections)	SF
23.157	Preventive Maintenance Performed Concurrent with Visual Inspection (Multiple Campuses State-wide - All Roof Sections)	SF
23.158	Preventive Maitenance Completion Report with Back-Up	EA
	Equipment	**UNIT**
23.159	Folklift/Manlift Equipment Rental	DAY
23.160	Crane Equipment Rental - up to 80'	DAY
23.161	Crane Equipment Rental - up to 150'	DAY
23.162	Manlift per day	DAY
23.163	Skytrack	DAY
23.164	Additional Equipment (rental) % off published price	%
	Other Services	**UNIT**
23.165	Demobilization - Pre-Planned or Additional Un-planned	EA
23.166	Remobilization - Pre-Planned or Additional Un-planned	EA
	Additional repair options	**UNIT**
23.167	Option 1: Cost of Quote Plus Mark-Up (Used when repair and installation services line item pricing is not available and services performed are to be performed by a contractor. Requires a quote on corporate letterhead that cannot exceed $25,000) Cost plus added to quote	%
23.168	Option 2: R.S. Means or Gordian Group Catalog (Used when repair and installation services line item pricing is not available) Cost plus added to catalog pricing	%
	Catalog Pricing	**UNIT**
23.169	Please provide a price list with your complete material catalog(s) - A manufacturers catalog can be used. You may provide a net-price or a catalog with a discount.	
	Green Roofing	**UNIT**

$ per Unit

23.170	Please provide your green environmentally friendly roofing options, please provide as much information as possible to include line items necessary to complete a green roof		[redacted]

Sheet Metal Accessories Covered Under these Pricing Tables:

- -Drip Edge
- -Gravel Stop
- -Gutters, Straps, Hangers & Fasteners
- -Coping
- -Surface Mounted Counter Flashing
- -Reglet Mounted Counter Flashing
- -Skirt Flashing
- -Expansion Joints
- -Miscellaneous Metal Fabricated Details

Aluminum

Size / Gauge	.032	.040	.050	.063
6"				
8"				
10"				
12"				
14"				
16"				
18"				
20"				
22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				
44"				
46"				
48"				
Price Per Bend				

Stainless Steel & Copper				
Size / Gauge / Thickness	SS 24 Ga	SS 26 Ga	Copper 16 oz	Copper 20 oz
6"	[redacted]			
8"				
10"				
12"				
14"				
16"				
18"				
20"				
22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				
44"				
46"				
48"				
Price Per Bend				

Kynar Coated Steel				
Size / Gauge	16 Ga	20 Ga	22 Ga	24 Ga
6"				
8"				
10"				
12"				
14"				
16"				
18"				
20"				
22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				
44"				
46"				
48"				
Price Per Bend				

Galvanized Steel				
Size / Gauge	16 Ga	20 Ga	22 Ga	24 Ga
6"				
8"				
10"				
12"				
14"				
16"				
18"				
20"				
22"				
24"				
26"				
28"				
30"				
32"				
34"				
36"				
38"				
40"				
42"				
44"				
46"				
48"				
Price Per Bend				

Caulking Chart pricing per Linear Foot Installed

2 Component Epoxied Urethane Compound

Joint Size	1/8"	3/16"	1/4"	5/16"	3/18"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"													
3/16"													
1/4"													
5/16"													
3/18"													
7/16"													
1/2"													
5/8"													
3/4"													
7/8"													
1"													
1-1/8"													
1-1/4"													

Caulking Chart pricing per Linear Foot Installed

1 Component Polyurethane

Joint Size	1/8"	3/16"	1/4"	5/16"	3/18"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"													
3/16"													
1/4"													
5/16"													
3/18"													
7/16"													
1/2"													
5/8"													
3/4"													
7/8"													
1"													
1-1/8"													
1-1/4"													

Caulking Chart pricing per Linear Foot Installed

1 Component Silicone Rubber

Joint Size	1/8"	3/16"	1/4"	5/16"	3/18"	7/16"	1/2"	5/8"	3/4"	7/8"	1"	1-1/8"	1-1/4"
1/8"													
3/16"													
1/4"													
5/16"													
3/18"													
7/16"													
1/2"													
5/8"													
3/4"													
7/8"													
1"													
1-1/8"													
1-1/4"													

Line Item Multiplier to Adjust Labor Costs Based Upon the Prevailing Wage Rate.
Prevailing wage found at http://www.wdol.gov/dba.aspx#0

Journeyman Prevailing Wage Rate	Multiplier for Prevailing Wage Rates		
	Roofer	Mason	Sheet Metal
[redacted]			

Line Item			Unit	$ per Unit
24.00	**High Performance Value-Added Alternates Specific to Garland/DBS's Product Line**			
24.01	**ROOF CONFIGURATION** **1 Ply <u>Modified Base Sheet</u> Adhered as Specified Below**			
24.01.01	**BASE PLY OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 550 lbf/in tensile; Adhered in Hot ASTM D 312 Type III or IV Asphalt	**SF**	[redacted]
24.01.02	**BASE PLY OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 550 lbf/in tensile; Adhered in Cold Process Modified Asphalt	**SF**	
24.01.03	**BASE PLY OPTION:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 550 lbf/in tensile; Adhered in Cold Process Solvent-Free Membrane Ashesive	**SF**	
24.02	**ROOF CONFIGURATION** **1 Ply High Performance <u>Cap Sheet with 1000 Lbf/in Tensile</u>, Adhered and with Finished Surfacing as Specified Below**			
24.02.01	**ROOFING MEMBRANE:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Mineral-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Adhered in Hot ASTM D 312 Type III or IV Asphalt	**SF**	

24.02.02	**ROOFING MEMBRANE:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Mineral-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Adhered in Cold Process Modified Asphalt	**SF**	[redacted]
24.02.03	**ROOFING MEMBRANE:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Mineral-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Adhered in Cold Process Solvent-Free Membrane Ashesive	**SF**	
24.02.04	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Smooth-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Flood Coat and Aggregate Adhered in Hot ASTM D 312 Type III OR IV Asphalt	**SF**	
24.02.05	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Smooth-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Set in Hot ASTM D 312 Type III or IV Asphalt, Flood Coat & Aggregate in Hot Modified Coal Tar Pitch	**SF**	
24.02.06	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Smooth-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt	**SF**	

24.02.07	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Smooth-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Flood Coat and Aggregate Adhered in Cold Process Solvent-Free Membrane Adhesive	**SF**	[redacted]
24.02.08	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6162 SBS KEVLAR Fiber-Enhanced Dual Fiberglass and Polyester Smooth-Surfaced Modified Bituminous Sheet Material Type III - 1000 lbf/in tensile; Set in Cold Process Asphalt, Flood Coat & Aggregate in Cold-Applied Modified Coal Tar Pitch	**SF**	
24.02.09	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.12 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
24.02.10	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.02.11	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.02.13	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
24.03	**ROOF CONFIGURATION** **1 Ply High Performance Cap Sheet <u>Polyurethane Resin Modified</u>, Adhered and with Finished Surfacing as Specified Below**			

24.03.01	**ROOFING MEMBRANE:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Mineral-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Adhered in Hot ASTM D 312 Type III or IV Asphalt	**SF**	[redacted]
24.03.02	**ROOFING MEMBRANE:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Mineral-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Adhered in Cold Process Modified Asphalt	**SF**	
24.03.03	**ROOFING MEMBRANE:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Mineral-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Adhered in Cold Process Solvent-Free Membrane Ashesive	**SF**	
24.03.04	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Smooth-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Flood Coat and Aggregate Adhered in Hot ASTM D 312 Type III OR IV Asphalt	**SF**	
24.03.05	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Smooth-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Set in Hot ASTM D 312 Type III or IV Asphalt, Flood Coat & Aggregate in Hot Modified Coal Tar Pitch	**SF**	

24.03.06	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Smooth-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt	**SF**	[redacted]
24.03.07	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Smooth-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Flood Coat and Aggregate Adhered in Cold Process Solvent-Free Membrane Adhesive	**SF**	
24.03.08	**ROOFING MEMBRANE & COATING OPTION:**	ASTM D 6163 Fiberglass Reinforced Asphalt-Based Membrane Modified with a Specially-Designed Polyurethane Resin Smooth-Surfaced Modified Bituminous Sheet Material Type III - 215 lbf/in tensile; Set in Cold Process Asphalt, Flood Coat & Aggregate in Cold-Applied Modified Coal Tar Pitch	**SF**	
24.03.09	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.12 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
24.03.10	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.03.11	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	

24.03.12	**WARRANTY UPCHARGE:**	Add to provide coverage for a 40 Year Labor & Material Warranty with No Dollar Limitations	**SF**	[redacted]
24.03.13	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
24.04	**ROOF CONFIGURATION** **1 Ply of Glasbase, 2 Plies of Coal Tar Felt or 2 Plies of Coal Tar Modified Base Sheets in Coal Tar Adhesive as Specified, [Insulation & Glass Base] Asphalt Adhesive as Specified**			
24.04.01	**BASE ROOF CONFIGURATION OPTION:**	Hot Mop 2 Plies of ASTM D 4990 Type I Coal Tar Saturated Felts in Modified Coal Tar Pitch; Modified CTP with 2000% Elongation	**SF**	
24.04.02	**BASE ROOF CONFIGURATION OPTION:**	Hot Mop 2 Plies of ASTM D 4990 Type I Coal Tar Saturated Felts in Standard Coal Tar Pitch	**SF**	
24.04.03	**BASE ROOF CONFIGURATION OPTION:**	2 Plies ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile; Adhered in Cold Process Modified Coal Tar-Based Membrane Ashesive	**SF**	
24.04.03	**BASE ROOF CONFIGURATION OPTION:**	2 Plies ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile; Adhered in Cold Process Solvent-Free Membrane Ashesive	**SF**	
24.04.04	**BASE ROOF CONFIGURATION OPTION:**	1 Ply ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile; Adhered in Cold Process Modified Coal Tar-Based Membrane Ashesive	**SF**	

24.04.05	**BASE ROOF CONFIGURATION OPTION:**	1 Ply ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile; Adhered in Cold Process Solvent-Free Membrane Ashesive	**SF**	
24.05	**ROOF CONFIGURATION** **1 Ply SBS Coal Tar-Based Mineral-Surfaced Cap Sheet Adhered in as Specified**			
24.05.01	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Modified Coal Tar-Based Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Adhered in Hot Modified Coal Tar Pitch; Modified CTP with 2000% Elongation	**SF**	
24.05.02	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Adhered in Hot Standard Coal Tar Pitch	**SF**	
24.05.03	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Adhered in Cold Process Modified Coal Tar-Based Membrane Ashesive	**SF**	
24.05.04	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Adhered in Cold Process Solvent-Free Membrane Ashesive	**SF**	

24.05.05	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.12 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	[redacted]
24.05.06	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.05.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.05.08	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
24.06	**ROOF CONFIGURATION** **1 Ply SBS Coal Tar-Based Smooth-Surfaced Cap Sheet Adhered with Flood Coat & Aggregate as Specified**			
24.06.01	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Modified Coal Tar-Based Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Hot Modified Coal Tar Pitch; Modified CTP with 2000% Elongation	**SF**	
24.06.02	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Hot Standard Coal Tar Pitch	**SF**	
24.06.03	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Cold Process Modified Coal Tar-Based Membrane Ashesive	**SF**	

24.06.04	**ROOFING MEMBRANE:**	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile; Cold Process Solvent-Free Membrane Ashesive	**SF**	[redacted]
24.06.05	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 12.12 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
24.06.06	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.06.07	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.06.08	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	
24.07	**ROOF CONFIGURATION** **Architectural or Structural Standing Seam Roof System; Symetrical Seam Height Over 2" with Sealant Separated from Clip**			
24.07.01	**THICKNESS OPTION:**	Bare Aluminum Panel Price - 0.032" Aluminum, 18" - 19" Wide Panels	**SF**	
24.07.02	**THICKNESS OPTION:**	Add for Bare Aluminum 0.040" Aluminum , 18" - 19" Wide Panels	**SF**	
24.07.03	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Aluminum	**SF**	
24.07.04	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Aluminum	**SF**	
24.07.05	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Aluminum	**SF**	
24.07.06	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	**SF**	

24.07.07	**THICKNESS OPTION:**	Bare Galvalume Coated Steel or Equal Panel Price - 22 Ga, 18" - 19" Wide Panels	**SF**	[redacted]
24.07.08	**PANEL WIDTH OPTION:**	Add for 12" - 13" Panel Width - Galvalume Coated Steel or Equal	**SF**	
24.07.09	**PANEL WIDTH OPTION:**	Add for 16" - 17" Panel Width - Galvalume Coated Steel or Equal	**SF**	
24.07.10	**PANEL WIDTH OPTION:**	Add for 24" - 25" Panel Width - Galvalume Coated Steel or Equal	**SF**	
24.07.11	**COLOR OPTION:**	Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
24.07.12	**COLOR OPTION:**	Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
24.07.13	**COLOR OPTION:**	Add for Premium or Custom Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	**SF**	
24.07.14	**WARRANTY CHARGE:**	Cost to Provide 20 Year - Labor & Material Warranty with No Dollar Limitations as a Standard Warranty for All Applications in this Section 13.00 Must includes coverage for roof uplift pressures up to 90 MPH	**SF**	
24.07.15	**WARRANTY UPCHARGE:**	Add to provide coverage for a 25 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.07.16	**WARRANTY UPCHARGE:**	Add to provide coverage for a 30 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.07.17	**WARRANTY UPCHARGE:**	Add to provide coverage for a 40 Year Labor & Material Warranty with No Dollar Limitations	**SF**	
24.07.18	**WARRANTY UPCHARGE:**	Add to provide coverage for roof uplift pressures up to 120 MPH	**SF**	

Proposed Pricing Coefficient (s)

Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in.

- **COEFFICIENTS NORMAL WORKING HOURS**; the priced coefficients for each region that you are willing to work in shall be listed for both regular hours (7A.M. to 6 P.M.)
- **COEFFICENT NON-NORMAL WORKING HOURS**; the priced coefficient for weekends, holidays and hours outside of regular hours. The coefficient must be rounded to the nearest second decimal place, e.g. .793 would be rounded to .79.

Coefficients:

State	Coefficient Normal	Coefficient Non-Normal	State	Coefficient Normal	Coefficient Non-Normal
[redacted]					

Region 4 ESC is looking for proposers that can provide service in multiple states.

Provide markup percentage on non-prepriced items [redacted]

[redacted] using current RS means and will be adjusted via the city cost indexes.

IV.2.b.i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see responses behind the following tab labeled “OMNIA Partners Documents,” beginning with page 143.

IV.2.b.ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Signed and completed behind the following tab labeled “OMNIA Partners Documents,” beginning on page 247.

IV.2.b.iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Signed and completed behind the following tab labeled “OMNIA Partners Documents,” beginning on page 254.

IV.2.b.iv. Describe how Offeror responds to emergency services request.

LEAK RESPONSE PROGRAM

The Garland/DBS, Inc. Leak Response Program pre-establishes time and material rates, a not-to-exceed limit for an individual repair, and a seamless system for issuing work orders and delivery of services. For normal priority work orders, service is guaranteed in 24 to 48 hours; in emergency situations, turnaround can be as short as 2 to 4 hours. This unique service is free to

set up, with no obligation to use – providing agency Customers with the products and services they need, as they need them. Alerts can be sent by the Customer electronically via email, or through our online database.

When a leak cannot be permanently stopped within the pre-established not-to-exceed limit, the contractor implements a temporary repair and confirms to the Customer that the repair is a temporary one. The Dry Zone database manager coordinates with the local Garland field representative for a follow-up site visit and roof inspection. The local Garland field representative performs an inspection and gathers all of the assessment data. A RAMP report is created with documentation of the existing conditions, a listing of previously performed repairs, and recommended solution options for the future course of action, including budgets. Once provided with the proper authorization, the local Garland field representative works with the Garland/DBS project manager to provide a proposal for the chosen solution option.

EMERGENCY DISASTER RELIEF

As an extension of our core competency in complex roofing projects, Garland/DBS, Inc. also offers emergency disaster relief services in cooperation with the Federal Emergency Management Agency (FEMA) and local initiatives such as the Florida Emergency Supplier Network.

Our fully self-contained Mobile Command Center, manned by an experienced emergency response team, is equipped with satellite and intelligent communications systems to provide timely disaster relief services including damage assessment and emergency temporary dry-in; permanent roof repair and/or replacement; and long-term preventive maintenance.

In addition to complete roofing-related disaster relief services, we offer emergency:

- Exterior building repair
- Window opening repair
- HVAC and mechanical repair
- Site clean-up and debris removal

Garland/DBS, Inc. has developed a Storm Zone initiative that identifies a best-value process empowering and enabling Customers to minimize expense and business interruption following a storm/natural disaster. This proactive management tool builds an inventory of knowledge and a detailed action plan. This plan includes the following menu of items: Storm Tracker, Facility Analysis, Storm Ready Contractor Approval, On-Site Project Coordination, and Project Management.

IV.2.b.v. Describe Offeror's ability to meet service and warranty needs.

Warranties

Projects completed by Garland/DBS, Inc. on behalf of Customer Agencies using any OMNIA Partners contract resulting from this proposal will be covered by a single-source warranty, regardless of their complexity.

Garland/DBS, Inc. warranties are typically provided at no additional cost; for components such as doors, windows, or fencing, which are not manufactured by Garland, we will work with representatives of the Customer Agency to ensure a warranty commensurate with anticipated service life.

The workmanship related to all services delivered by Garland/DBS, Inc. is warranted to be free from installation errors for a period of two years.

We offer a variety of types of warranties including material, leak-free, and full system no-dollar limit material and workmanship. Our offering varies by system type and ranges in length from 1 to 40 years. All warranties will be issued in the name of the Customer using the OMNIA Agreement.

Service

A Garland/DBS, Inc. project manager can perform monthly site visits, depending on the Customer's preference, from pre-construction through the close-out of the project, monitoring progress and ensuring quality standards. A full-time job site superintendent can also be provided, at the agency's preference, to document and monitor the day-to-day activities of the subcontractor and their progress against the schedule. (See Section 3.1, Q, Four Project Phase Process, In-Process Phase for more details on Change Order processing. See Section 3.1, L Schedules and Services for a more detailed description of our inspection, job site monitoring, and maintenance capabilities.)
Once the actual build portion of the project is underway, the in-process phase begins. The Customer's locally based Garland field representative, in coordination with the Garland/DBS, Inc. project manager, is responsible for coordinating the day-to-day activities of the work in the field.

When required, documentation used during this phase includes the Daily Sign-In Sheet, which is used by the subcontractor to establish accountability for each subcontractor employee that reports to work each day.

When daily supervision is required by contract, a Daily Production Report is used by the locally based Garland field representative or job site superintendent to track what is/is not being accomplished each day. These reports keep the entire team up to date on daily jobsite progress and assist in the immediate notification of any issues that arise.

Throughout the installation process, the locally based Garland representative is periodically on site to ensure that all Garland materials are being installed to specification. Garland/DBS, Inc. may schedule weekly progress meetings, which all involved in the project are encouraged to attend.

The locally based Garland field representative collaborates with the home office or directly produces a detailed Weekly Progress Report that may then, as needed, be shared with the project manager in the corporate (Cleveland) office to document the week's activities and subcontractor staffing; identify issues that are being monitored; and flag problems that need to be resolved before they cost Garland/DBS, Inc. and the Customer Agency time and money. Change Orders are processed in the same manner, whether they are issued to the Customer (for additional work requested) or from a subcontractor (in which case, the change order is carefully evaluated to identify its cause and to shield the Customer from any adverse economic impact resulting from contractor error or oversight). Tight controls over the change order process ensure that the Customer's budget is adhered to and only increased, when appropriate, for a fair and reasonable amount.

The process works like this:

- The Change Order is initiated by the Garland/DBS, Inc. estimator or locally based Garland field representative, then forwarded to the corporate (Cleveland) office for processing.
- The Change Order includes appropriate back-up information supporting the reason for the change and detailing the increase/decrease in cost and/or change in performance requirements and/or increase/decrease in time associated with the change.
- Whenever a Change Order is executed, the project manager in the corporate (Cleveland) office determines whether or not formal modifications to the Contract/Purchase Order with the Customer or the subcontractor are required. Only the project manager can formalize the change and modify the budget and schedule for the project based upon what has been approved as "necessary to complete the project" by the Customer Agency and Garland/DBS, Inc.
- No Change Orders are approved without review and written authorization from the corporate (Cleveland) office. This protects the Customer and Garland/DBS, Inc. from incurring costs associated with unapproved/unauthorized change orders from our subcontractor(s).
- Garland/DBS, Inc. requires that all Subcontractor Billing Documents be submitted to the project manager by the 25th of each month. The standardized billing procedure works like this:

- The project manager processes these billings by communicating with the field representative to verify if the amount billed equals the amount of work completed.
- Once the project manager is through with the verification process, he/she forwards the billing document to the Garland/DBS, Inc. accounting staff for payment. If the project manager finds discrepancies in the subcontractor's payment application or the back-up that accompanies it, then he/she will discuss the issue(s) with the local Garland field representative to resolve them.
- Once the pay application and back-up information have been approved, the project manager forwards the entire package to accounting personnel for processing.
- Most projects allow for a monthly Garland/DBS, Inc. billing to the Customer; however, some work has special billing terms. A similar process is used internally to process all billings to the Customer Agency. Information is collected by the project manager associated with the project from the subcontractors and the locally based Garland representative to cross-verify project progress and ensure that the items billed reflect actual completion of the project in the field. The Garland/DBS, Inc. project management staff works to ensure accurate billing is produced. Once completed, Garland/DBS, Inc. forwards the billing to the Customer for payment.
- The locally based Garland field representative typically performs and documents periodic inspections of the work in progress, including detailed notes, as well as digital pictures. The inspection process differs for every project, but safety and quality are always reviewed at each site visit. The field representative also utilizes an In-Process Inspection Report to help determine if the project is tracking along with the build schedule. This form is the control document for all observations made on-site. The information from the In-Process Inspection Report serves as a notification tool to the Customer Agency's facilities staff. If issues arise on site, the In-Process Inspection Report provides our management staff with point-in-time project status updates that assist our project manager in the corporate (Cleveland) office, general manager, controller, and operations manager in evaluating progress and driving resolution.
- Garland/DBS will provide periodic inspections and supervision by monitoring the progress of the contractor and will coordinate scheduling of material and equipment deliveries with our subcontractor(s) to meet the needs of the Customer Agency. Any discrepancies, field conditions, or requests for additional information will be handled and resolved by the Garland/DBS, Inc. project manager, in coordination with the agency's locally based Garland representative.
- A Garland/DBS, Inc. project manager can perform monthly site visits, depending on the Customer's preference, from pre-construction through the close-out of the project, monitoring progress and ensuring quality standards. A full-time job site superintendent can also be provided, at the agency's preference, to document and monitor the day-to-day activities of the subcontractor and their progress against the schedule.
- Each subcontractor's payment application will be reviewed and evaluated by Garland/DBS, Inc. to make sure that the amount billed corresponds with the actual percentages of work completed on the project. When prevailing wage rates are required,

certified payrolls will be collected from our performing subcontractor(s) and provided to the owner, as required by prevailing wage laws. Lien waivers will be obtained, reviewed, and compared to the pay requests and provided to the Customer as required. Garland/DBS, Inc. will approve the pay request and pay our subcontractor(s) within 45 days as long as all required documentation is provided by the contractor and there are no performance-related concerns. If there are outstanding issues involving payment, a fair and reasonable portion of payment will be made in an acceptable time frame. The remainder will be paid when the issues identified have been resolved by the subcontractor.

- Upon notification that the work has been completed, the local Garland field representative or a Garland/DBS, Inc. project manager will make a visit to the project to determine if substantial completion date will be documented by the local Garland field representative, and a Punch List will be prepared noting all items that have not been fully completed or that require rework. The Punch List will be distributed to the Customer and the affected subcontractors on the project, upon request.
- Once the Punch List items have been completed, the local Garland field representative or a Garland/DBS, Inc. project manager will make a final visit to verify completion and provide closeout documentation, including workmanship warranties from the subcontractors. The industry standard one-year warranty for installation and workmanship will be honored by Garland/DBS, Inc. according to the contract, along with supplier/manufacturer warranty(ies) from Garland, covering the installed roofing materials, which for some high-performance systems may be as long as 40 years. All warranties will be issued in the name of the Customer using the OMNIA Agreement.

IV.2.b.vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Garland/DBS, Inc. prides itself on the Customer Experience and our Service. Our Representatives in the field are available to our customers 24/7 and are often able to quickly respond and dedicate resources to resolving a problem. With 200 Representatives across America, no OMNIA customer will have to wait long for service and resolution.

Garland/DBS, Inc. also has a fully staffed customer service department and empowered management to aid in resolving challenges with materials, labor, logistics, or anything else on and off the jobsite. Our customer service representatives are available from 8:30am to 5pm across all time zones in the continental United States. However, additional support is available to customers after hours via phone, text, and email.

Problem Escalation Process

Garland/DBS, Inc. has found that by assigning an experienced employee-owner territory manager W-2'ed by Garland as the single, local contact point for any and all situations and concerns that might arise on a complex waterproofing project, we are able to resolve customer complaints before they escalate into major problems nearly 100 percent of the time. As employee-owners, every Garland field representative is empowered to initiate corrective action in keeping with the protocols established in our Sales Policy Manual, including expediting deliveries, forgiving restocking fees and working through change-orders.

We run a non-hierarchical organization; our largely flat structure is designed to empower individuals across the company to take ownership of the projects they are involved in, and creatively resolve small problems before they become big ones. The organizational flow for any job contracted by Region 4 or any other OMNIA Partners Participating Public Agency is short and direct:

- Every OMNIA Partners Participating Public Agency will have 24/7 access to their locally based representative via cell phone and email.
- Our reps have direct and immediate 24/7 access to both the President of DBS Brian Lambert and Our Director of Strategic Operations Jordan Trimble via cell phone and email, should they need corporate help to provide rapid and appropriate response.

The Four Project Phases collectively incorporate many checks and balances, with formal procedures designed to prevent any problem from escalating.

As an added measure, every customer of warranted materials is asked to participate in a Customer Survey at the time their warranty is issued, to provide a snap-shot view of those areas of service that might be improved upon. A four-year summary of our complaint rating can be found after the Customer Survey questions in this section. The actual Customer Survey questions have been provided on the following page:

Customer Complaint Measurement & Resolution

All problems are resolved using a standardized process, which is established within our ISO 9001:2015 quality control protocols:

- Our documentation process calls for immediate notification from our field personnel to our product managers at our corporate location when a problem occurs.
- At that point, the corporate office documents the issue or concern and distributes an alert to product and manufacturing personnel within 24 hours of original notification.

- Product and manufacturing personnel then meet with the goal of identifying an immediate remedy for the specific situation as well as a long-term remedy to resolve the identified problem.
- The entire process is documented and audited within our ISO 9001:2015 framework.

During the discussion, the first decision to be made is whether the quality complaint is related to material quality or the installation process.

- If the complaint is deemed to be a product quality issue, our process dictates the review of production records to identify when the failed product was manufactured, and where any additional product manufactured at that same time has been delivered, stored, or installed. Suspect product that has been stored or delivered is quarantined to determine its disposition. In addition to addressing these critical issues to prevent any additional product failures, a training plan is created to address the manufacturing issues that resulted in the problem, thereby preventing their recurrence.
- If the complaint is deemed an installation issue, training documentation is created and distributed in order to avoid a recurrence.

Quality Problems

Over the last nine-plus years, Garland has experienced a limited number of quality issues with our materials. It is standard procedure to collect batch information on all Garland products. When a product problem arises, the batch number is collected, and all product(s) with the same batch number(s) are traced within our data collection system and investigated both in our warehouses and/or on the projects where they may have been shipped. Our goal is to prevent questionable products being installed on any projects until it is determined, definitively, whether the product is within specification.

The standardized process we have adopted reduces agency risk by ensuring any costs related to material or service issues or delays are absorbed by Garland/DBS, Inc. As the manufacturer/contractor, we remain 100 percent accountable for the quality of our materials and the quality of their installation.

For Material-Related Complaints

Our process for reporting and analyzing customer complaints follows:

1. Nonconforming products and/or raw materials are documented in our ERP system and Excel Spreadsheet compilation.
2. Customer Survey feedback previously described is continuously monitored with a statistical rating system of 1 to 5.
3. Any substandard ratings or comments are immediately addressed by management.

The customer complaint data is collected by finished goods product categories (raw materials, roll goods/membranes, metals, coatings, etc.) and analyzed on a monthly basis by a management team consisting of Garland's General Manager and representatives of the following departments:

- Laboratory
- Manufacturing
- Product Management
- Purchasing
- ISO Quality Control

Every item identified is researched to identify root causes and assign corrective action. Only when final corrective actions have been confirmed, are the items closed in the ERP system and Excel Spreadsheet compilation.

The classifications used to identify common root causes are:

- Application error
- Specification error
- Production error

Data on material complaints is collected and analyzed on a material type basis.

For Service-Related Complaints

Our internal engineering and construction management team members meet weekly in Cleveland to review any job-site related problems and concerns, make recommendations, and assign corrective action. Every open project is thoroughly reviewed to ensure all required turnkey services are being implemented appropriately and on schedule.

As part of our close-out process, the project management team ensures that all contractual requirements are met upon the delivery of the final invoice for retainage and issuance of the warranty to the Participating Public Agency. This practice ensures that every service-related commitment is fulfilled as promised.

In addition, the Customer Survey process previously described helps ensure field-related problems are brought to the attention of our Customer Service team.

IV.2.b.vii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Garland/DBS is committed to providing its customers with a tailored solution. With Job order contracts, Garland / DBS will create a single invoice per month per project. Material only purchases are also being made available through this contract. In the case that only material is being purchased, the invoice would be sent electronically or by mail directly to the participating agency. The invoice would be generated the day after the material ships. Garland/DBS, Inc. proposes to offer all Participating Public Agencies with a one (1) percent discount for payments within 10 days, net 30 days.

Material-only purchases and small leak repair services can be made with a Procurement Card through an American Express®, MasterCard® or VISA® in order to provide flexibility to the Participating Public Agency's facility maintenance staff when a purchase order cannot be issued in the timeframe required for material delivery or emergency repair services. The Procurement Card payments will be kept to a dollar threshold of $5,000 or less. In addition, Garland/DBS can accept American Express®, MasterCard® or VISA® credit card payments of any dollar amounts, as long as the Participating Public Agency is willing to accept a surcharge of 2.82%.

IV.2.b.viii. Describe Offeror's contract implementation/customer transition plan.

Garland/DBS, Inc. does not presently hold a competing JOC contract vehicle, and as such, we do not anticipate a need to transition any customers from another contract to the Region 4 Roofing Products, Services, and Job-Order-Contracting Services contract. Rather, we anticipate greenfield opportunities with Public Agencies with whom our existing Racine County OMNIA Partners ITB contract was not usable.

To maximize this opportunity, a detailed 90-day internal and external implementation marketing and training plan follow.

Internal Marketing (Territory Managers)

[redacted]

[redacted]

Days 11-90 – Training & Education

[redacted]

[redacted]



IV.2.b.ix. Describe the financial condition of Offeror.

In the management of your building assets, keeping moisture out is mission critical. Therefore, it is important to work with strategic companies who are proven, tested, and focused on delivering solutions. A partner for the life of your building. The Garland Company, Inc., Design-Build Solutions, Inc. and Garland/DBS, Inc. are able, ready, and willing to provide that support.

Our 128-year track record of delivering long-term waterproofing solutions combined with our exceptional financial stability ensures incredible value for your project. We are pleased to share with you some additional things about Garland and our employee-owners, so that in your evaluation for this contract award, you will consider working with us.

- We manufacture 95 percent of the roof/waterproofing products we sell in the United States. We have an unmatched level of control over product quality and performance and are dedicated to providing products that are “Made in America”.
- Garland was an early adopter of green initiatives and remains an industry leader in sustainability, with focus areas on reducing our carbon footprint and using recycled materials as part of our formulations. (We care about the impact we have on our planet.)
- The average tenure of our employees is far beyond the industry average. (An important factor considering the caliber and consistency of products we produce and the service we provide.)

- Garland donates thousands of dollars to local and national charities each year. (Giving back is a key part of our company's culture.)
- Garland is a 100 percent employee-owned company. (We value our employees and as a result, they take pride in growing and owning their company.)

With that being said, Garland would be honored to be awarded the Region 4 Roofing Products, Services, and Job-Order-Contracting (JOC) Services contract. With best-in-class products, long-term warranties, over 200 local representatives, and very detailed project management services, our promise continues to be of great value. Our strong financial health further illustrates our ability to remain true to our commitments of providing you with superior products and services for the long term. [redacted]

We look forward to assisting you in any way possible.

IV.2.b.x. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

[redacted]



Our web experience must also provide utility to design professionals, contractors and customers during the specification, ordering, and installation process. Garlandco.com has our full product range with complete documentation sets for each product, including technical and safety data sheets, application guidelines, details, and specifications. In many cases, video application excellence tutorials are available as well.

For ordering, returns, and reporting, the nature of our business, and the day-to-day work of our contractors and primary customers, requires a high-touch human-driven experience. As such, we find that the best ordering and return process remains one that begins with our Territory Manager and continues with our Customer Service and Support team at our Cleveland headquarters. With that said, we continue to make digital resources available both to our Territory managers and our customers, including our RAMP and Dry Zone platforms, to help manage assets and capital budgets.

IV.2.b.xi. Describe the Offeror's safety record.

Safety is one of the key components discussed during the Pre-Construction Meeting. A Site-Specific Safety Plan is requested from each subcontractor, which sets the guidelines and requirements for what obligations, safety equipment, and safety training that subcontractor must employ before and during the performance of the work. All major safety requirements are discussed so they are clearly understood, but it is each subcontractor's responsibility to follow their own safety program requirements (at a minimum) and incorporate them into the site-specific safety plans for their related disciplines.

The policy of Garland/DBS, Inc. is to take every reasonable precaution in the performance of work to protect the health and safety of our employees, subcontractors, and the Participating Public Agencies we serve. Our safety program uses a process designed to ensure that our commitment to safety is carried out through our day-to-day operations. We believe a safe environment can best be achieved through a combination of education on safety issues, which promotes the early identification of hazards, and close interaction among managers, employees, subcontractors, and everyone associated with our projects.

Our process for promoting and ensuring safety begins at the pre-project meeting. Whenever Garland/DBS, Inc. provides a turnkey roof installation for a Participating Public Agency, their locally based Garland field representative will set-up a meeting with the agency's representatives to make sure their specific safety requirements are incorporated into the project and that all relevant building codes and regulations are met.

Once the project development phase is completed, the locally based Garland representative will set-up a review and approval meeting with the Participating Public Agency to review the project requirements and ensure they are complete. We will then invite a few of our trusted, authorized local contractors to attend a pre-project meeting. At the pre-project meeting, all of the project requirements will be discussed with the contractors, including OSHA standard safety requirements and any special safety requirements of that particular Participating Public Agency. If any issues arise throughout the proposal development phase, the local Garland representative has direct access to Heidi Dobson, Garland/DBS, Inc.'s Project Safety and Coordination Supervisor assigned to the Master Agreement. Heidi's credentials are provided in Appendix D – OSHA Logs & Employee Safety Certifications. She is OSHA trained and certified as OSHA 502-500 Authorized Trainer for the 10-hour and 30-hour courses in the Commercial / Industrial Construction Field.

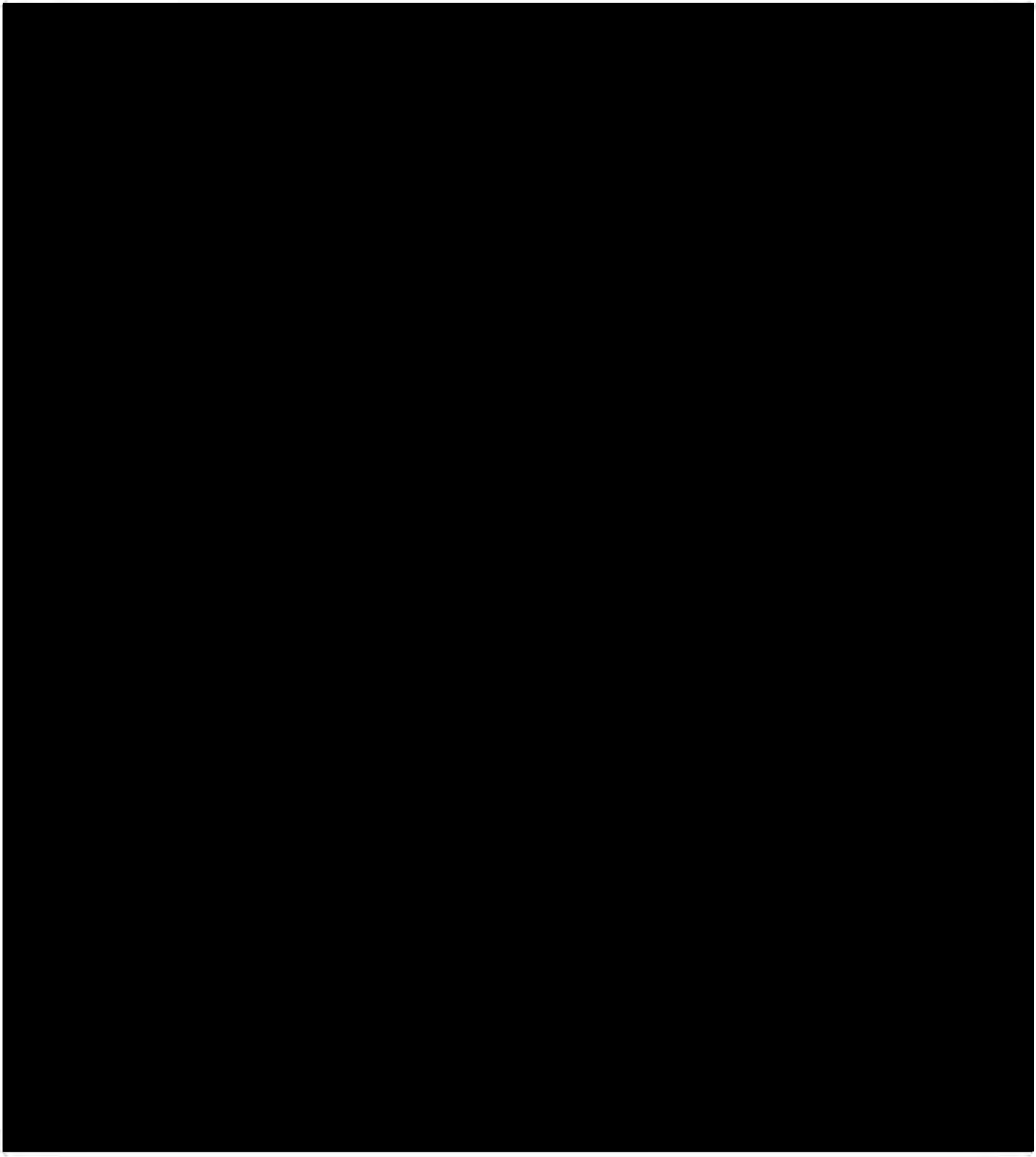
By the time the proposal is submitted, all safety requirements have been taken into account by our subcontractors, and both the Participating Public Agency and Garland/DBS, Inc. can be confident that all safety procedures will be followed throughout the construction of the project.

At the time the purchase order is issued, Garland/DBS, Inc. distributes a Safety Manual that sets the guidelines and requirements for what obligations, safety equipment, and safety training the subcontractor should employ before and during the performance of the work. Garland/DBS's Safety Manual sets the minimum requirements for the subcontractor's Site-Specific Safety Plan. The plan is to be made available on each project site, as needed. On larger projects, weekly Toolbox Safety Meetings are held to ensure that all safety-related concerns are addressed and understood by the project personnel and each subcontractor employee is aware of the safety-related concerns identified for each phase of the project. If any issues arise throughout construction, the Garland territory manager can again consult Heidi Dobson, Garland/DBS, Inc.'s Project Safety and Coordination Supervisor assigned to the Master Agreement.

At project close-out, the contractor is evaluated on performance. One of the criteria for evaluation is safety and OSHA compliance. If the contractor has multiple deficiencies or OSHA violations, they will be written up and discussed with the subcontractor. If the subcontractor does not demonstrate an effort to improve upon these deficiencies, that subcontractor will be precluded from participating in any future Garland/DBS, Inc. projects.

[redacted].

[redacted]



IV.2.b.xii. Performance Bond Plan - Offeror shall submit a detailed performance bond plan that will meet the Participating Public Agency's local and state statutory requirements. The Offeror is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Offerors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Offerors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the Participating Public Agency and added to the purchase order.

As confirmed by the signed and notarized statement from CNA Surety on the pages to follow, the bonding capacity for Garland/DBS, Inc. is up to $30,000,000 per project bond nationwide, with an aggregate capacity of $200,000,000. Western Surety Company is a Treasury Listed company with a current Treasury Limit of $152,157,000, providing them the authority to issue a limitless number of individual bonds up to their Treasury Limit Amount. Western Surety Company is authorized to do business in all 50 states in the United States and is rated "A" by A.M. Best Company.

8740 Orion Place, Suite 300
Columbus, OH 43240

June 13, 2023

Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092

RE: Garland/DBS, Inc.
Solicitation Number 23-04 for Roofing Products, Services and Job-Order-Contracting (JOC) Services

To Whom It May Concern:

Garland/DBS, Inc. is a highly regarded and valued client of Western Surety Company, a subsidiary of CNA Surety. Western Surety Company is a Treasury Listed company with a current Treasury Limit of $152,157,000 and has an A.M. Best Rating of A. In the past, Western Surety Company has been willing to support Garland/DBS, Inc. on single projects up to $30,000,000 with a total aggregate work program of $200,000,000. Western Surety Company continues to support Garland/DBS, Inc. at these levels. Western Surety Company is confident in Garland/DBS, Inc.'s ability to perform and recommends them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for any specific project but is offered as an indication of Western Surety Company's past experience and confidence in this firm. Any specific request for a bond will be underwritten on its own merits.

If I can provide any additional information, please do not hesitate to call me at 216-397-1700.

Sincerely,

Western Surety Company
Cathy L. Woodruff, Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Cathy L. Woodruff

, Individually

of C eve and , OH , its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

– In Unlimited Amounts –

Surety Bond Number: N/A
Principal: Gar and/DBS, Inc.
Obligee: Reg on 4 Educat on Serv ce Center

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of April, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

State of South Dakota)
ss
County of Minnehaha

On this 27th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of June, 2023.

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-4-2023

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

CNA SURETY

Digital Seal, Signature Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of each CNA Surety company and the execution of such surety bonds by an attorney-in-fact of the CNA Surety company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of the attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 7th day of April, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

IV.2.b.xiii. Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.

In the Appendix of this Submittal, please find our detailed, OSHA-compliant Safety Plan. The plan includes the following policies and documented protocols:

- Safety Policy Statement
- Environmental Policy Statement
- Safety Program Review
- Safety and Health Responsibility
- Pre-Project Meetings and Safety Inspections
- Accident / Incident Reporting
- Accident / Incident Investigation
- Safety Record Keeping Program
- Safety Training Program
- General Safety Rules
- Emergency and Fire Prevention Plan
- Fire Protection Program
- Hazard Communication Program
- Personal Protective Equipment Program
- Hearing Protection program
- Back Injury Prevention Program
- Hand, Electrical, and Pneumatic Tool Safety
- Electrical Safety-Related Work Practices
- Assured Grounding Program
- Lifting and Mobile Equipment
- Ladder Safety Program
- Scaffold User Safety Program
- Fall Protection Program
- Work Platforms and Aerial Lifts
- Welding, Cutting, and Brazing Program
- Safety Signs and Tags
- Bloodborne Pathogens Exposure Control Program
- Drug & Alcohol Policy
- Medical Services & First Aid
- Disciplinary Program

- Hot Work Program
- Heat Stress Prevention Program
- Process Safety Management Program
- Stop Work Authority Program

If, in reviewing these documents, Region 4 would like additional information, this can be supplied upon request. Similarly, if any Participating Public Agency has job-specific safety requirements, these can be documented and we will manage an individual project for compliance with that locality.

Appendix D, Exhibit A.3.1.A. Brief history and description of Supplier to include experience providing similar products and services.

The Garland Company, Inc. and Garland/DBS, Inc. - Providing Best in Class Materials and Turnkey Installation for over 125 years

The Garland Company, Inc. is a full-service, high-performance roofing materials manufacturer and supplier providing our industry's highest level of field service and technical support.

Our field representatives are the most highly trained in our industry, providing customers with full-service support — from roofing inspections, detailed reports, and assistance with specification writing, to project inspections and long-term roof asset management support. [redacted]

Garland materials, and to protect Garland's long-term interests, as represented by our material warranties. Every individual employee-owner is committed to providing the highest quality products and services to our customers. Our goal is to meet or exceed customer requirements by consistently providing benefits and adding values that are commensurate with our cost structure. As our mission statement attests: "Whenever it can be done better, Garland will do it!"

Garland's long-term, successful relationships with our customers have also been the catalyst for increasing our financial strength and reputation. Our commitment to high-performance materials and quality installations allows us to deliver solutions that provide leak-free performance beyond the warranted life of our waterproofing systems. Garland's ability to deliver what we promise to our customers has been mutually beneficial. With no long-term debt and a fully-funded Employee Stock Ownership Plan (ESOP), Garland has the ability to make business decisions based upon long-term value creation for our shareholder employees. We never sacrifice long-term performance for short-term success.

These values have been carried through to our relationships with the network of suppliers and contractors used throughout the Garland organization. Our supplier/contractor qualification process is designed to yield raw materials, finished materials, and services of the highest quality at the lowest possible cost to our customers. To nurture such mutually beneficial relationships, Garland upholds our end of the bargain by making sure all our obligations for materials supplied and services delivered are paid for within the credit terms extended. Garland's 5A1 Dun & Bradstreet Rating is the highest possible rating for a roofing manufacturer, awarded only to organizations with an impeccable credit history and financial strength.

The Garland organization and its employees are well-represented in a variety of national associations working to improve roofing performance standards for public and private sector property owners across North America. These include, but are not limited to: NRCA, CRRC, RCMA, ASTM, CSI, AIA, NAWIC, NWIR, BEC and USGBC. Many of our locally based representatives are also involved in the regional chapters of these and other professional organizations serving architects, engineers, facility managers, building owners, or specific vertical markets, such as education and healthcare.

Please see below for a detailed timeline of Garland's history, including the many "firsts" we have achieved since our founding in 1895:

Garland Historical Timeline

1860	• The first galvanized steel roofs are used in Western U.S.
1895	• Samuel D. Wise loans his younger brother, Jacob B. Wise, $100 to purchase Garland Refining Company.
1908	• Garland Refining Company offices move to Citizens Building in the heart of downtown Cleveland.

1914	• Company name is changed under Ohio law to The Garland Company, Inc.
1916	• United Laboratories (U.L.) and Barrett introduce specifications to promote common performance standards for roofing performance.
1917	• Jacob Wise's patent for roofing compositions is approved by the U.S. Patent Office, launching Garland's history of innovation.
1919	• Garland purchases large plant and warehouse property at 3800 East 91st Street in Cleveland, Ohio. • Our product line is expanded to include paint, roofing, and flooring materials for industrial and agricultural use. • Garland purchases from the Sabin brothers the exclusive right to use and sell their patented devices for applying glazing compounds.
1928	• J.B. Wise's son, John T. Wise, joins Garland.
1930	• The Garland product line of consumer house paints expands, with paints sold through a network of hardware stores. • J.B. Wise's son, Edward F. Wise, joins Garland.
1940	• J.B. Wise dies on December 16. • Juliette Wise assumes presidency of Garland.
1942	• As part of the war effort, Garland produces reclamation system for spray paint used to camouflage military vehicles.
1945	• The Garland Company celebrates its 50th anniversary.
1946	• Mechanized methods of production prevail in the years following World War II.
1950	• Agricultural portion of Garland business, manufacturing and distributing a product line of caulking, shading compounds, and putty for greenhouses, grows steadily.
1953	• Samuel D. Wise dies on March 27.
1967	• Jacob and Juliette Wise's sons, John and Edward, assume shared ownership of the company.
1972	• Oil embargo catalyzes roofing industry to explore alternative roofing materials to replace asphalt and coal tar pitch. • Roofing industry moves toward single-ply systems. • Escalating fuel costs prompt greenhouse owners to convert from wood and glass structures to new, better insulated building materials.
1974	• On May 1, Mel Chrostowski , Dick Olivier, and Doug Raynow enter into an agreement to purchase The Garland Company. By year's end, they

	are joined by Dick DeBacco, Perry Demming, Bill Oley, and Elmer Soliday.
1976	• Edward Wise dies on March 28 at the age of 62.
1978	• Milan Warford joins The Garland Company and begins research and development of a new modified bitumen roofing membrane. • The Garland Company formally introduces StressPly®, the first high-performance modified bitumen roofing system manufactured in North America.
1985	• Garland expands its offices and warehouse in Cleveland, Ohio. • The Garland Company initiates employee ownership through the ESOP program.
1987	• The Garland Company is saluted by Cleveland, Ohio's daily newspaper, *The Plain Dealer*, for entrepreneurial excellence representing the strength and diversity of Greater Cleveland businesses. • Garland Canada Inc. is formed, with headquarters in Toronto, Canada. • John T. Wise retires. • Dick DeBacco assumes presidency of The Garland Company.
1988	• GMX, Inc.® is created as a wholly-owned subsidiary, headquartered in Cleveland, Ohio, to offer high-performance below-grade waterproofing materials and accessories for the residential and commercial markets
1989	• The StressPly Plus membrane, with SBS plus SEBS polymers and a quad axial scrim is introduced.
1990	• Doug Raynow dies. • Garland forges a joint venture with ImageWorks Inc., a Cleveland, Ohio advertising firm, to increase sales revenues and profitability by expanding public relations and marketing capabilities within the company. • *GarPeople* magazine, a quarterly publication that continues to serve Garland employees worldwide, is introduced.
1991	• Garland is among the first roofing companies in North America to embrace green technologies, introducing the first green roofing system a full decade before sustainability was more universally accepted.
1992	• The purchase of the R-Mer Lite® insulated steel roofing system adds a new product category, metals, to the Garland product line. • The Energizer rubberized liquid membrane for roof restoration is introduced. • StressPly IV torch-applied fiberglass reinforced, SBS modified bitumen membrane is introduced.

1993	• StressPly E, with SBS/SIS polymers and a high-strength composite scrim, is introduced.
1994	• Garland purchases land for additional warehouse expansion. • The company becomes the first in the U.S. commercial roofing industry to achieve ISO 9002 certification. • Garland obtains full ownership of Innovative Metals Company, Inc.® (IMETCO), headquartered in Norcross, Georgia near Atlanta, adding to our capabilities high-quality manufacturing operations for structural and architectural standing seam metal systems.
1995	• The Garland Company celebrates 100 years of continuing growth and success. • Duffy Road Corporation is formed to make real estate a safe harbor for accumulated earnings while providing the company with future opportunities for property management. • The innovative R-Mer Ply roof termination and flashing system is introduced.
1996	• Garland introduces the industry's most comprehensive computer-based Roof Asset Management Program® (RAMP). • Productos Garland SA de CV introduces Garland roofing solutions to Mexico. • Commercial Innovations, Inc.® is formed (renamed in 2019 Viking Products Group, Inc.) as a wholly-owned subsidiary of Garland Industries, Inc. to manufacture and supply specialized roofing products not commonly provided to smaller distribution networks.
1997	• Garland introduces Black-Knight®/Black-Stallion® high-performance coal tar pitch waterproofer and roofing laminate. • Garland is honored with the prestigious Plant Engineering Product of the Year Award for incorporating post-consumer recycled tires into our modified bitumen systems, helping to divert waste from landfills.
1998	• Garland ISO 9001 certification for research and development begins. • Garland is issued a patent for exclusive Black-Knight technology. • With the introduction of R-Mer® Wall Panels, Garland expands its product offering to encompass the entire building envelope.
1999	• Garland expands Weatherking® cold-adhesive product line to include polymerized, brush-grade flashing adhesive. • A new business, V2 Composites, Inc.® is launched in Auburn, Alabama to ensure a continuous supply of scrims and to support product and industry diversification.
2000	• Garland inaugurates "The Healy," a new, state-of-the-art production line for roll good products, restructuring and expanding our warehouse

	around these new capabilities and increasing our total production, warehousing, research, and office space in Cleveland to over 100,000 square feet. ● Garland is recognized by NorthCoast 99 as one of the best places to work in Northeast Ohio. ● Garland introduces Insul-Lock® insulation adhesive.
2001	● The Garland Company UK, LTD® is formed in Gloucester, England to expand Garland distribution in Europe. ● Design-Build Solutions, Inc.® (DBS) is formed as a wholly-owned subsidiary, headquartered in Cleveland, Ohio, to provide building owners turnkey project management. ● Garland is recognized by NorthCoast 99 for the second consecutive year as one of the best places to work in Northeast Ohio. ● Garland introduces GreenShield® vegetative roofing system. ● Garland introduces the R-Mer Edge product family to protect the roof's perimeter.
2002	● StressPly EUV with Starburst® Mineral Surfacing receives Product of the Year Award, Silver; Editor's Choice Award; and Bronze Product of the Year Award from industry trade publications. ● Garland introduces SolarGrid® photovoltaic roof panels. ● Garland is recognized by NorthCoast 99 for the third consecutive year as one of the best places to work in Northeast Ohio.
2003	● StressPly EUV with Starburst Mineral Surfacing receives NorTech Innovation Award. ● ISO 9001:2000 certification is achieved. ● Garland is recognized by NorthCoast 99 for the fourth consecutive year as one of the best places to work in Northeast Ohio. ● StressPly IV UV with Mineral Surfacing is introduced.
2004	● Garland becomes 100% employee owned through ESOP. ● Dave Sokol, who joined Garland in 1990 and served in various capacities from advertising and marketing manager to vice president of operations, assumes the Garland presidency. ● Garland, now grown to a family of 380 employees, is recognized by NorthCoast 99 for the fifth consecutive year as one of the best places to work in Northeast Ohio. ● In collaboration with Key Bank, a Lease Financing program is developed, to provide non-profit and public sector customers with an innovative financing alternative. ● The Weatherhead School of Management of Case Western Reserve University, in conjunction with the Council of Smaller Enterprise (COSE),

	honors Garland for its entrepreneurial fortitude, with the Weatherhead 100 award.
2005	• Garland launches a Corporate Account program. • Northeast Ohio's eVolution of Manufacturing Awards, administered by Smart Business and CAMP Inc., honors Garland for its ability to adapt manufacturing methods and processes to a changing world. • Through a product line acquisition from Honeywell Commercial Roofing Systems in North Carolina, Garland expands its capabilities to include the Millennium® line of technologically advanced, polymer-modified, coal tar membranes for commercial applications. • Garland receives the Green Roof Award of Excellence, in the category of extensive institutional roofing from Green Roofs for Healthy Cities, for a roof designed for the Environmental Studies Building at Evergreen State College in Olympia, Washington. • Garland is recognized by NorthCoast 99 for the sixth consecutive year as one of the best places to work in Northeast Ohio. • The Soliday Training Center, with state-of-the-art audio and video equipment and an application lab for hands-on learning, is opened across from corporate headquarters in Cleveland.
2006	• Garland introduces Silver-Flash® cold-applied, trowel-grade, silver mastic. • The White-Knight®/White-Stallion® ENERGY STAR® qualified multipurpose urethane restoration waterproofing system product family is extended for use in a wide range of new applications. • Garland is recognized by NorthCoast 99 for the seventh consecutive year as one of the best places to work in Northeast Ohio. • The Case Weatherhead School of Management honors Garland as one of the 100 fastest growing companies in Northeast Ohio. • Garland is honored as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship. • Garland acquires a modified roof membrane manufacturer to expand its manufacturing and warehousing capabilities.
2007	• New StressPly® IV Plus family of products is introduced. • John Wise dies on February 21 at the age of 89. • Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the eighth consecutive year as one of the best places to work in Northeast Ohio. • Garland introduces Insul-Lock® HR, a single step application, two component, VOC compliant insulation adhesive.

	• Garland R-Mer® Span architectural and structural standing seam roof and wall systems is selected as a 2007 Editors' Choice Top Products in Buildings magazine. • Introduction of environmentally friendly, VOC-free Green-Lock® multi-purpose structural adhesive • HPR® Aqua Shield, an ice and water protection self-adhering underlayment that provides an innovative alternative to mechanically fastened base sheets, is introduced.
2008	• Garland launches the Garland Greenhouse®, branding their sustainable product line and services. • Garland introduces Solex®, an eco-friendly, highly reflective roof coating for metal, modified bitumen, and single-ply restoration, formulated from Kynar Aquatec® polyvinylidene fluoride, a water-based fluoropolymeracrylic resin. • Green-Lock Flashing Adhesive and Green-Lock Membrane Adhesive, two additions to the Green-Lock family of cold-applied, VOC-free, roofing adhesives are introduced. • Garland is recognized as one of *Inc.* magazine's Inc. 5000, a competition that evaluates companies across the entire United States in terms of revenue growth. • Garland receives the NEO Success Award. • Garland receives the award for the Ohio Bureau of Workers' Compensation's (BWC) 2007 Safety & Hygiene Awards Program. • Garland is honored for the second consecutive year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship. • Garland introduces 2-ply modified roofing systems, which incorporate the latest in modified roofing technology with superior products, providing ultimate design flexibility. This includes 8 new base sheets and 2 new cap sheets to the comprehensive modified product line. • A new sister company, Garland Energy Systems, Inc.® (GES), extends Garland capabilities to encompass seamless delivery of solar and other alternative energy solutions. • Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the ninth consecutive year as one of the best places to work in Northeast Ohio.
2009	• Garland receives the NEO Success Award for the second consecutive year. • Garland is honored for the third year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and

	Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship. ● Garland is one of only five regional employers to be honored with the NorthCoast 99 Legacy Award, which is reserved for organizations that have won the NorthCoast 99 award from the Employers Resource Council (ERC) for ten years. ● Garland launches a dynamic new product category, the Dura-Walk® plaza deck system for roofing areas that are to be used for walkways, decking, or vehicular traffic. ● White-Star adhesive technology offering sustained reflectivity is introduced for application to white reflective gravel. ● The industry's first VOC-free, odor-free modified bitumen roofing system is introduced by Garland. ● Garland is recognized as one of the fastest growing companies in its region, receiving the Weatherhead Centurion award from the Case Western Reserve University Weatherhead School of Management and the Council Of Smaller Enterprises (COSE). ● For the second consecutive year, Garland is recognized as one of *Inc.* magazine's Inc. 5000, a competition that evaluates companies across the entire United States in terms of revenue growth. ● Garland is runner up for the *Crain's Cleveland Business* Emerald Awards, which recognize Northeast Ohio companies that have made sustainability a strategic priority in their operations, products, and services. This competition evaluates competing companies based on the triple bottom line: good for people, the planet, and profitability. ● Garland is recertified under the ISO 9001:2008 standard to incorporate processes that accommodate the latest changes in technology.
2010	● Garland receives the NEO Success Award for the third consecutive year. ● Garland is honored for the fourth year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship. ● Garland introduces StressPly® Max membranes that feature selected reinforcements and a unique rubber modified asphalt that incorporates post-consumer recycled crumb rubber. ● Introduction of the R-Mer® Edge Snap On Fascia and Coping Cap systems comes after being certified through a full battery of ANSI/SPRI ES-1 testing, with an independent test lab to ensure code compliance.

	• For the third consecutive year, Garland is recognized as one of *Inc.* magazine's Inc. 5000, a competition that evaluates companies across the entire United States in terms of revenue growth. • The R-Mer® Guard Horizontal Wall Panel with concealed clip, is added to Garland's metal line of products. • Garland is recognized for the second consecutive year as one of the fastest growing companies in its region, receiving the Weatherhead Centurion award from the Case Western Reserve University Weatherhead School of Management and the Council of Smaller Enterprises (COSE). • Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the eleventh consecutive year as one of the best places to work in Northeast Ohio. • Garland introduces White-Knight® Plus, a highly reflective multi-purpose, single-component aliphatic urethane, liquid waterproofing membrane • Energizer® LO, a multi-purpose, asphaltic polyurethane based, low-odor, liquid waterproofing membrane is introduced. • Tuff-Coat, an architectural wall coating used to dampproof and beautify all types of exterior and interior masonry surfaces, is introduced. • Going green, Garland adds StressPly® E (Environmental) membranes that feature selected reinforcements, a unique rubber-modified asphalt and surfacing that contain 8% post-consumer recycled content, 27% pre-consumer recycled content, and 2.5% rapidly renewable content. • Garland expands its national manufacturing capabilities by acquiring a polymer coatings manufacturer, allowing for the in-house manufacturing of all Garland elastomeric, white roof coatings.
2011	• Garland introduces Insul-Lock® E HR, a VOC-compliant insulation adhesive with no solvents and 45% rapidly renewable content. • Garland was honored for its ability to adapt to the changing global marketplace and take manufacturing to the next level as a recipient of the 2011 eVolution of Manufacturing Award administered by Smart Business. • Garland receives the NEO Success Award for the fourth consecutive year. • Garland is honored for the fifth year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship. • Garland begins manufacturing coal tar-based Millennium® at its Cleveland, Ohio, manufacturing facility. • Tuff-Flash™, a low-odor, liquid flashing membrane designed to create a watertight flashing on tough roofing details, is introduced.

	● Garland becomes the first roofing manufacturer to have its modified membranes validated by UL Environment, the leading environmental claims accreditation body, for both recycled and bio-based content. ● Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the twelfth consecutive year as one of the best places to work in Northeast Ohio. ● Garland is a Finalist in *Crain's Cleveland Business* Emerald Awards for making sustainability a strategic priority in our operations, products, and services. ● For the fourth consecutive year, Garland is recognized as one of *Inc.* magazine's Inc. 5000, a competition that evaluates companies across the entire United States in terms of revenue growth. ● Garland is honored for its entrepreneurial fortitude with the Weatherhead Centurion award from the Weatherhead School of Management of Case Western Reserve University.
2012	● Garland is recognized as one of Northeast Ohio's Top Workplaces by Cleveland's Plain Dealer based solely on surveys about the work place completed by their employees. ● Garland is honored for the sixth year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship. ● Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the thirteenth consecutive year as one of the best places to work in Northeast Ohio. ● For the fifth consecutive year, Garland is recognized as one of Inc. magazine's Inc. 5000, a competition that evaluates companies across the entire United States in terms of revenue growth. ● Garland receives the NEO Success Award for the fifth consecutive year. ● The Weatherhead School of Management of Case Western Reserve University, in conjunction with the Council of Smaller Enterprise (COSE), honor Garland for its entrepreneurial fortitude, with the Weatherhead 100 award. ● Garland introduces White-Knight®/White-Stallion® Metal Primer, a rust inhibiting and chemical corrosion resistant primer designed to protect metal surfaces. ● Quick-Slope, an acrylic cementitious slurry designed to reduce ponding water and help redirect standing water to existing drains, is introduced. ● Garland begins manufacture of all reflective materials at our West Coast manufacturing facility.

	• Garland introduces Legacy shingle-style and Element reveal-style wall panels to its line of architectural wall panels • Garland acquires DryDog Barriers and grows GMX, Inc.
2013	• Garland introduces Clear-Shield Rx®, the industry's first rooftop antimicrobial solution designed to improve indoor air quality by resisting bacteria, mold and fungi growth that can become airborne and enter the building through HVAC air intakes. • Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the fourteenth consecutive year as one of the best places to work in Northeast Ohio. • Garland receives the NEO Success Award for the sixth consecutive year. • Garland is honored for the seventh year as a Leading EDGE company by The Entrepreneurs EDGE (Economic Development through Growth and Entrepreneurship), a Cleveland-based organization designed to enhance economic development in Northeast Ohio through innovation and entrepreneurship. • For the second consecutive year, Garland is recognized as one of Northeast Ohio's Top Workplaces by Cleveland's *Plain Dealer* based solely on surveys about the workplace completed by their employees. • Garland acquires a leading plastics manufacturer located in Mt. Airy, North Carolina. • Garland introduces a permeable and non-permeable air/water/vapor barrier systems, designed to control air flow between conditioned space and unconditioned space. • Garland acquires a manufacturer and distributor of heavy-duty temporary floor protection. • Dura-Walk line of single-component plaza deck products is introduced. • Garland introduces highly-reflective Sunburst minerals designed to reduce rooftop temperatures and enhance energy efficiency.
2014	• Garland expands its portfolio in the surface protection industry through another acquisition. • Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the fifteenth consecutive year as one of the best places to work in Northeast Ohio. • Garland receives the NEO Success Award for the seventh consecutive year in recognition of our success in sales, growth and profitability. • For the third consecutive year, Garland was named a Top Workplace by *The Plain Dealer*, an award based solely on surveys about the workplace completed by employees.

	• Garland introduces CPR™ White Coating, a lightweight, multi-layer waterproofing system that restores metal roofs and walls with unusual geometric designs. • Garland introduces Revitalizer™ and Revitalizer Metal multi-purpose, liquid waterproofing membranes designed to restore asphalt-based and metal roof systems, providing superior protection to the original wearing surface. • Garland introduces Energizer BK, a specially formulated cold-applied waterproof coating designed to provide natural resistance to moisture, chemicals, UV and aging to improve the long-term performance of new and existing coal tar pitch and asphalt roofing systems. • A polymer emulsion-based primer designed to improve the adhesion of self-adhered membranes is introduced. • Garland introduces Garla-Prime VOC, a VOC compliant solvent-based primer and conditioner designed for use on surfaces that can be difficult to adhere. • Garland acquires a Cleveland, Ohio-based company that offers a complete range of welding alloys designed to protect equipment and components from wear.
2015	• Garland introduces OptiMax®, the world's first and only thermoset polyurethane-modified membrane designed to retain its resiliency, making it the longest lasting modified roof system in the commercial roofing market. • Architectural Products magazine names OptiMax a recipient of its Product Innovation Award. • Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the sixteenth consecutive year as one of the best places to work in Northeast Ohio. • For the fourth consecutive year, Garland was named a Top Workplace by *The Plain Dealer*, an award based solely on surveys about the workplace completed by employees. • For the sixth year, Garland is recognized as one of *Inc.* magazine's Inc. 5000, a competition that evaluates companies across the entire United States in terms of revenue growth. • Garland receives the NEO Success Award for the eighth consecutive year in recognition of our success in sales, growth and profitability. • Energizer LO Silver, a multi-purpose, liquid waterproofing membrane designed to restore smooth or mineral surfaced BURs and modified roof systems, is introduced. • Garland introduces B-Clean™, a nontoxic cleaning solution specially formulated to safely and effectively clean masonry surfaces, including concrete, brick, stone, and block substrates.

	• Garland introduces R-Mer Shield, an innovative standing seam roof system designed to provide unrivaled strength, durability and waterproofing protection. The base clip and top rail design provides a higher level of wind uplift resistance that redefines performance expectations in the roofing industry.
2016	• Garland introduces KEE-Stone® FB 60, a 60 mil, fleece-backed, thermoplastic membrane modified with DuPont's™ Elvaloy® HP KEE material and reinforced with a high tensile strength polyester scrim, making it the longest lasting and most durable membrane of its kind in the industry. • Garland introduces Seal-A-Pore™ WB, a hybrid sealer designed to increase the service life of masonry surfaces by sealing the tiny pores in brick, block and mortar. • R-Mer Seal, a self-adhering, high-temperature underlayment for metal roof systems, is introduced. • Garland receives the Employers Resource Council (ERC) NorthCoast 99 award for the seventeenth consecutive year as one of the best places to work in Northeast Ohio. • Garland receives the Evolution of Manufacturing Award for its development of the innovative OptiMax membrane. • Garland is named a Top Workplace by *The Plain Dealer* for the fifth year in a row. The award is based solely on surveys about the workplace completed by employees. • Garland opens its new training facility – The Soliday Center – next door to its corporate headquarters, providing additional space and technology for training the next generation of Garland sales representatives. • Garland's new quality assurance and communication program, GMAX (Garland Manufacturing Attention to Excellence), is launched to improve safety, quality, inventory and efficiency of manufacturing operations at Garland's Cleveland headquarters. • During its seventh annual Spirit Week, Garland employees raise more than $80,000 for Ohio Cancer Research in honor of several Garland family members battling the disease.
2017	• R-Mer Force, Garland's patent-pending innovative flashless edge metal, is introduced offering unmatched protection for roof perimeters all while saving building owners time and money. • Garland introduces Eco-Seal, a hybrid, acrylic joint sealant primer designed to maximize the coverage rate and service life of Garland's line of hybrid sealants. • Garla-Block™, a low VOC, no odor primer that enhances the performance of solvent-based urethanes, water-based acrylics and aluminized asphaltic coatings, is introduced.

	• Garland introduces Dura-Walk CWH, a hot-applied, asphalt-based seamless waterproofing membrane for between slab waterproofing applications. • Garland raises more than $63,000 for The Upside of Downs nonprofit organization as a part of its eighth annual Spirit Week. • Garland is honored with the Smart Business Longevity Award, recognizing 122 years in business in Cleveland. • Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the eighteenth consecutive year. • For the sixth year in a row, Garland is named a Top Workplace by *The Plain Dealer*, an award based solely on surveys about the workplace completed by employees. • Garland acquires an Ohio manufacturer of waterproofing and weather barrier products.
2018	• Garland introduces the CLEAR™ (Comprehensive Laboratory Effective Analysis Reporting) program operated by Garland's R&D team to test and evaluate roof core samples to answer questions about the system type or identify the source of performance issues. • Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the nineteenth consecutive year. • For the seventh consecutive year, Garland was named a Top Workplace by *The Plain Dealer*, an award that is based solely on surveys about the workplace completed by employees. • Garland was awarded its first ever Cleveland Tech Award for the development of its Roof Builder app that allows customers to virtually build a roof. • Garland was named a 2018 Evolution of Manufacturing honoree for staying ahead of the curve and in tune to the needs of the global economy through sustainable product development and quality control initiatives. • Garland adds concrete repair Fill-Lock to its list of maintenance repair products, available as a self-leveling product or trowel grade. • Pyramic® Plus LO, a water-based reflective coating, is introduced. This new coating smells no stronger than standard house paint, is formulated with urethane chemistry for strength, and includes a biocide package to minimize the growth of mold and fungus on the surface of the coating. • Garland introduces Tuff-Flash Plus LO, a two-component liquid flashing membrane for difficult roof details that cures extremely quickly so it can be coated in as few as 15 days. • R-Mer Coat, an exterior metal coating system that boasts superior performance and corrosion protection, is introduced. • Garland is recertified under the ISO 9001:2015 standard.

	• Garland acquires a leading company specializing in surface, job site and personal protection products. • The Case Weatherhead School of Management honors Garland as one of the 100 fastest growing companies in Northeast Ohio. • Garland is named a 2018 Medical Mutual Pillar Award for Community Service Honoree for its contributions to various regional and national non-profit organizations through its annual Spirit Week tradition. • Garland expands its waterproofing capabilities by acquiring a manufacturer of exterior self-adhering waterproofing membranes that expedite installation while providing excellent waterproofing protection. • Garland grows its metal product offerings by acquiring a manufacturer of top quality metal roof systems, wall, fascia and soffit profiles, perimeter edge metals and component accessories.
2019	• Garland introduces a milestone innovation, the LiquiTec premier fluid-applied restoration system. The two-component solution uses an innovative packaging method to enable foolproof installation, and provides strength that can extend the life of a roof by 20 years. • Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the twentieth consecutive year. • For the eighth consecutive year, Garland was named a Top Workplace by *The Plain Dealer*, an award that is based solely on surveys about the workplace completed by employees. • The Garland family grows with the acquisition of a globally-respected manufacturer of industrial adhesives, sealants, and coatings, with a product line that includes lo- and zero-VOC formulations with advanced moisture-cure technology. • Garland expands its capabilities in surface protection with the acquisition of an Ohio-based industry leader in flooring, waterproofing, and sound control solutions.

2020	• The Garland Company, Inc. celebrates its 125th anniversary. • Garland responds to the global pandemic with the rapid development and introduction of its Defense Force line of environmentally-friendly antimicrobial disinfectant solutions for roofs, walls, playgrounds, and other building surfaces. • Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the twenty-first consecutive year. • For the ninth consecutive year, Garland was named a Top Workplace by *The Plain Dealer*, an award that is based solely on surveys about the workplace completed by employees. • Garland's portfolio of subsidiaries grows with the acquisition of an innovative manufacturer of custom-engineered wear technology for agriculture, bulk material handling, cement, chemical, mining, and other heavy-duty industrial markets.
2021	• Garland launches its proprietary approach on vegetative roofing, the F.U.N. program. An acronym for Functional, Urban, and Natural, F.U.N. Roofs provide the sustainable benefits of a green roof, while also engaging architects and designers on utilizing the space for entertainment greenspace areas in high-density urban areas. • Garland introduces Green-Lock Plus Membrane Adhesive, a low-odor, fast-curing, asphalt-free interply adhesive that became certified bio-based by the US Department of Agriculture in 2023. • Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the twenty-second consecutive year. • For the tenth year in a row, Garland was named a Top Workplace by *The Plain Dealer*, an award that is based solely on surveys about the workplace completed by employees. • Garland expands its capabilities in roofing solutions with the acquisition of two leading manufacturers of quality coatings for repair and maintenance, including commercial skylights repair, silicone restoration coatings, and more. • Garland Industries adds a unique technology to its lineup with the acquisition of an Ohio-based leading-edge manufacturer of passive fire protection coatings that meet or exceed building codes and industry standards.
2022	• Garland is recognized as a NorthCoast 99 best workplace in Northeast Ohio for the twenty-third consecutive year. • For the eleventh year in a row, Garland was named a Top Workplace by *The Plain Dealer*, an award that is based solely on surveys about the workplace completed by employees. • Garland's investments in state-of-the-art sensor technology along its manufacturing line are recognized by Amazon Web Services, which

	creates a video case study at Garland's Cleveland headquarters to highlight this innovative use of Amazon technology to reduce scrap and improve throughput. ● Garland launches Cool-Sil, a fluid-applied silicone restoration membrane that extends the life of an existing roof by a decade or more while creating a bright-white, UV-reflective surface to improve the building's energy efficiency.
2023*	● For the twelfth year in a row, Garland is named a Top Workplace by *The Plain Dealer*, an award that is based solely on surveys about the workplace completed by employees. ● Garland launches Pro-Stop FR, an innovative intumescent wood primer that creates a char-barrier when exposed to flame, protecting vulnerable wood decking and componentry in roof assemblies. ● Garland launches VaporSmart SA, a high-performance underlayment that, in addition to serving as an air barrier and vapor retarder, is engineered with a UV-reflective slip-resistant surface, allowing it to be used as a temporary roof for up to 180 days during ongoing construction. ● Garland unveils a new version of its StressPly EUV modified bitumen membrane with proprietary TripleBoost technology that improves mineral retention, providing even greater resistance to UV degradation that can minimize a roof's effectiveness over time. ● Garland announces extensions to its KEE-Stone product family including a new spatter spray adhesive and pre-formed details that save contractors time and labor on a roofing project, as well as KEE-Stone HP, a new high-performance membrane that has greater fire resistance, UV reflectivity, and exceeds ASTM 6754 standards. ● Garland sets a new bar in sustainable modified membranes with the announcement of StressPly Legacy, a breakthrough in commercial roofing that contains 27% pre- and post-consumer recycled content, bio-based materials, and "smog-eating" granules in the mineral surface that supply the same air quality benefit of 21 trees when applied to the square footage of a typical commercial roof.

* Year-to-date through June 14, 2023.

Appendix D, Exhibit A.3.1.B. Total number and location of salespersons employed by Supplier.

Garland/DBS is currently represented by over 200 locally-based, highly-trained Territory Managers (field sales reps) employed by Garland, with assigned territories across 12 defined regions that strategically cover all 50 US states and Puerto Rico.

Each Regional Sales Manager carries a dual role, leading and training their teams, while also remaining close to customer needs by carrying their own selling territory. In each region, apprentice field representatives work alongside our Regional and Territory Managers to ensure continuity of service for our Customers.

Every Garland Territory Manager participates in a rigorous 4-year initial training schedule on building exterior water penetration mitigation and best practices for repairing, restoring, replacing, and maintaining such assets. Additionally, each Rep goes through annual continuing education virtually and in person to assure they are up to date on the latest technologies and service offerings.

To support market segments with unique needs, Garland provides a dedicated Corporate Accounts team that can support customers with multiple sites that span territories and regions, as well as a dedicated Director of Healthcare Sales to deliver support for the requirements of highly technical clinical care environments.

Appendix D, Exhibit A.3.1.C. Number and location of support centers (if applicable) and location of corporate office.

The corporate headquarters for Garland/DBS, Inc., The Garland Company, Inc. and DBS, Inc. are located at 3800 East 91st Street, Cleveland, Ohio 44105. Our Customer Service group is also located at that address.

The Customer Service team assigned to this contract is led by our Director of Customer Service, Jeff Muranko, who has been a Garland employee-owner for more than 20 years. Our Customer Service representatives are employee-owners of Garland. The office is open Monday through Friday from 8 a.m. to 5 p.m.

In addition, every OMNIA Partners/Region 4 Participating Public Agency will have 24/7 access to their locally-based Territory Manager.

Appendix D, Exhibit A.3.1.D. Annual sales for the three previous fiscal years.

2022 - $407,431,435
2021 - $316,280,403
2020 - $286,021,240

A.3.1.D.a. Submit FEIN and Dunn & Bradstreet report.

FEIN Numbers

- The Garland Company, Inc. 34-1594088
- Garland / DBS, Inc. 80-0525452

Our Dun & Bradstreet report is attached on the following pages.

D&B Finance Analytics

Printed By: Angela Jolliffe

Date Printed: 06-07-2023

LIVE REPORT

GARLAND COMPANY, INC., THE

Tradestyle(s): (SUBSIDIARY OF GARLAND INDUSTRIES, INC., CLEVELAND, OH)

ACTIVE HEADQUARTERS

D-U-N-S Number: 06-603-7409
Phone: +1 216 641 7500

Address: 3800 E 91st St, Cleveland, OH, 44105, United States Of America
Web: www.garlandco.com
Endorsement: ajolliffe@garlandind.com
Exclude from Portfolio Insight: No
Folders: All Companies, Chris, Garland and Subsidiaries

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	79	2 Days Beyond Terms
Delinquency Score	95	Low Risk of severe payment delinquency.
Failure Score	88	Low to Moderate Risk of severe financial stress.
D&B Viability Rating	2 1 B Z	View More Details
Bankruptcy Found	N	
D&B Rating	1R3	10 employees and over, Moderate Risk

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
-	-	-	-	-

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due

There are currently no account associated with this D-U-N-S.
Upload account or create an account to view summary.

COMPANY PROFILE

D-U-N-S	Mailing Address	Net Worth
06-603-7409	UNITED STATES	60,859,961
Legal Form	**Telephone**	**Employees**
Corporation (US)	+1 216 641 7500	306 (100 here)
History Record	**Website**	**Age (Year Started)**
Clear	www.garlandco.com	35 Years (1988)

Date Incorporated
04-28-1988

Present Control Succeeded
1988

Named Principal
Dave Sokol , PRES

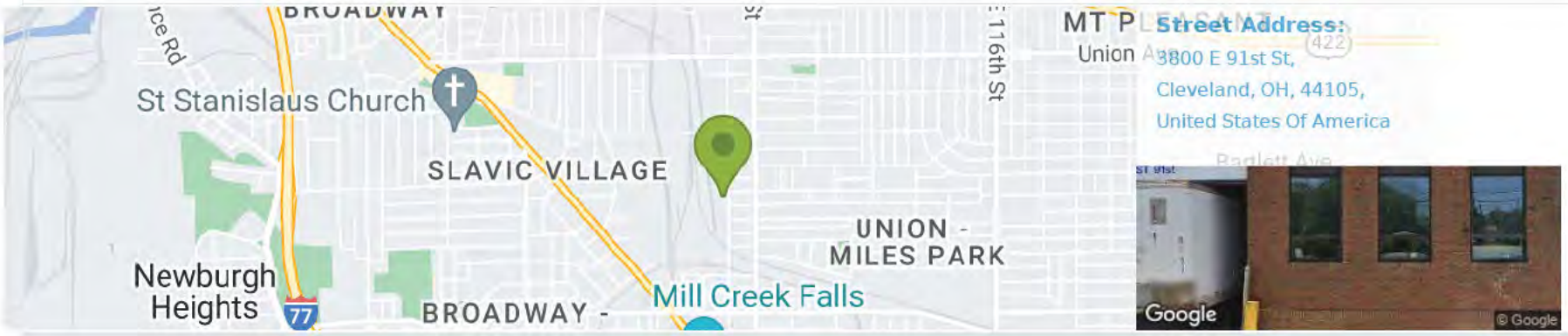
State of Incorporation
OHIO

Line of Business
Mfg asphalt felts/coatings

Ownership
Not publicly traded

SIC
2952

NAICS
324122



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Overall assessment of this organization over the next 12 months:	Very Stable Condition
Based on the predicted risk of business discontinuation:	High Likelihood Of Continued Operations
Based on the predicted risk of severely delinquent payments:	Very Low Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US$ 300,000

The recommended limit is based on a low probability of severe delinquency.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level
LOW-MODERATE

Probability of failure over the next 12 months
0.07 %

88

High Risk (1) Low Risk (100)

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level
LOW

Probability of delinquency over the next 12 months
1.16 %

95

High Risk (1) Low Risk (100)

VIABILITY RATING SUMMARY

Viability Score

2

High Risk (9) Low Risk (1)

Data Depth Indicator

B

Descriptive (G) Predictive (A)

Portfolio Comparison

1

High Risk (9) Low Risk (1)

Financial Data	Unavailable
Trade Payments	
Company Size	
Years in Business	-

D&B PAYDEX®

79

High Risk (1) Low Risk (100)

2 days beyond terms

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS

79

High Risk (1) Low Risk (100)

2 days beyond terms

PAYDEX® TREND CHART

SBRI ORIGINATION

No SBRI Origination Score data is currently available.

D&B SBFE SCORE

No D&B SBFE Score data is currently available.

D&B RATING

Employee Size	Risk Indicator

1R : 10 employees and over

Current Rating as of 12-12-2022

3 : Moderate Risk

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	2	01-31-2020

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
5 Days

3 Months
From Apr-23 to Jun-23



Days Beyond Terms Past 3 months : 5

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **13** payment experiences reported from **10** companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet [1]	Amount [2]	Last 2 Years
Total Current Assets	US$ 65,790,368	
Total Assets	US$ 68,288,055	
Total Current Liabilities	US$ 18,087,969	
Working Capital/Net Current Assets	US$ 47,702,399	

1. Fiscal 12-31-2005
2. (In Single Units)

Source: D&B

TRADE PAYMENTS

Highest Past Due:

20,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
500,000	69	1,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss [1]	Amount [2]	Last 2 Years

1. Fiscal 12-31-2005
2. (In Single Units)
Source: D&B

OWNERSHIP

Subsidiaries
12

Total Members
23

This company is a Headquarters, Parent, Subsidiary.

	Global Ultimate	Immediate Parent	Domestic Ultimate
Name	Garland Industries, Inc.	Garland Industries, Inc.	Garland Industries, Inc.
Country	United States	United States	United States
D-U-N-S	19-935-4507	19-935-4507	19-935-4507
Others	-	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

Key Business Ratios	Business Ratio
Sales to Net Working Capital	2.5
Current Ratio	3.6
Current Liabilities / Net Worth	36

Source: D&B

ALERTS

There are no alerts for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN

No Data Available

NOTES

Add Note

No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT

United States Of America

The migrant crisis on the southern border and a looming government showdown over the debt ceiling have increased political/insecurity risk, overshadowing the failure of First Republic Bank.

Risk Category

LOW

High Risk — Low Risk

Available Reports

Country Insight Report (CIR)

Current Publication Date: 05-18-2023

Country Insight Snapshot (CIS)

Current Publication Date: 05-18-2023

STOCK PERFORMANCE

No stock performance data is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **VERY STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 300,000

The recommended limit is based on a low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **2** have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked **2: 4 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Low Risk**
- Businesses ranked **1** within this model segment have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked **1** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable:**5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

88

High Risk (1) Low Risk (100)

- Composite credit appraisal is rated fair
- UCC Filings reported
- Low proportion of satisfactory payment experiences to total payment experiences

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Low-Moderate	1548	0.07 %	0.48	2

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

95

High Risk (1) Low Risk (100)

- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low	596	1.16 %	10.2 %	1

Business and Industry Trends

No Data Available

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	95
Region:(EAST NORTH CENTRAL)	37
Industry:MANUFACTURING	51
Employee range:(100-499)	85
Years in Business:(26+)	79

D&B PAYDEX

79

High Risk (1) — Low Risk (100)

When weighted by amount, Payments to suppliers average days_beyond_terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 73
Equals 11 Days Beyond Terms

D&B 3 MONTH PAYDEX

79

High Risk (1) — Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 2 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 73
Equals 11 Days Beyond Terms

Business and Industry Trends

2952 - Mfg asphalt felts/coatings

D&B RATING

Current Rating as of 12-12-2022

Employee Size
1R : 10 employees and over

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
1 : Very Low Risk

History since 10-27-2014

Date Applied	D&B Rating
11-07-2019	5A1
10-28-2019	1R2
07-23-2019	5A1
07-10-2019	4A2
03-04-2019	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
2
Days Beyond Terms

Highest Now Owing:
US$ 500,000

% of Trade Within Terms
94%

Total Trade Experiences:
69
Largest High Credit:
US$ 1,000,000
Average High Credit:
US$ 47,483

Highest Past Due
US$ 20,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

79

High Risk (1) — Low Risk (100)

D&B 3 MONTH PAYDEX

79

High Risk (1) — Low Risk (100)

When weighted by amount, Payments to suppliers average days_beyond_terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 73
Equals 11 Days Beyond Terms

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 2 days beyond terms

- ☐ High risk of late payment (Average 30 to 120 days beyond terms)
- ☐ Medium risk of late payment (Average 30 days or less beyond terms)
- ☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 73
Equals 11 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

2952 - Mfg asphalt felts/coatings

	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	Current 2023
This Business	83	79	79	67	79	79	79	79	78	77	77	79	79	79	79	79	79	79	79	79	79	79	79	79
Industry Quartile																								
Upper	-	-	78	-	-	78	-	-	77	-	-	77	-	-	78	-	-	78	-	-	78	-	-	-
Median	-	-	73	-	-	73	-	-	73	-	-	73	-	-	73	-	-	73	-	-	73	-	-	-
Lower	-	-	67	-	-	67	-	-	68	-	-	67	-	-	67	-	-	67	-	-	67	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	2	US$ 1,200,000	100
50,000 - 99,999	2	US$ 150,000	100
15,000 - 49,999	7	US$ 150,000	86
5,000 - 14,999	7	US$ 45,000	100
1,000 - 4,999	10	US$ 20,500	100
Less than 1,000	5	US$ 1,450	97

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
14 - Mining and Quarrying of Non-metallic Minerals except Fuels	1	200,000	100	0	0	0	0
1446 - Industrial sand mine	1	200,000	100	0	0	0	0
27 - Printing, Publishing and Allied Industries	1	15,000	100	0	0	0	0
2752 - Lithographic printing	1	15,000	100	0	0	0	0
28 - Chemicals and Allied Products	1	90,000	100	0	0	0	0
2891 - Mfg adhesives/sealant	1	90,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	1	10,000	100	0	0	0	0

3585 - Mfg refrig/heat equip	1	10,000	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	1	2,500	100	0	0	0	0
3613 - Mfg switchgear-boards	1	2,500	100	0	0	0	0
47 - Transportation Services	1	2,500	100	0	0	0	0
4731 - Arrange cargo transpt	1	2,500	100	0	0	0	0
48 - Communications	6	60,000	100	0	0	0	0
4813 - Telephone communictns	5	60,000	100	0	0	0	0
4812 - Radiotelephone commun	1	5,000	100	0	0	0	0
49 - Electric, Gas and Sanitary Services	1	100	50	50	0	0	0
4911 - Electric services	1	100	50	50	0	0	0
50 - Wholesale Trade - Durable Goods	6	20,000	90	0	0	0	10
5085 - Whol industrial suppl	2	2,500	100	0	0	0	0
5084 - Whol industrial equip	1	20,000	50	0	0	0	50
5044 - Whol office equipment	1	2,500	100	0	0	0	0
5033 - Whol roof/side/insul	1	2,500	100	0	0	0	0
5049 - Whol misc profsn eqpt	1	1,000	100	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	3	10,000	100	0	0	0	0
5169 - Whol chemicals	2	10,000	100	0	0	0	0
5113 - Whol service paper	1	2,500	100	0	0	0	0
60 - Depository Institutions	1	5,000	100	0	0	0	0
6021 - Natnl commercial bank	1	5,000	100	0	0	0	0
73 - Business Services	1	5,000	100	0	0	0	0
7389 - Misc business service	1	5,000	100	0	0	0	0
87 - Engineering Accounting	1	20,000	100	0	0	0	0

Research Management and Related Services							
8734 - Testing laboratory	1	20,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	5	15,000	100	0	0	0	0
9311 - Public finance	5	15,000	100	0	0	0	0
99 - Nonclassifiable Establishments	3	1,000,000	99	0	1	0	0
9999 - Nonclassified	3	1,000,000	99	0	1	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
05/23	Pays Promptly	-	10,000	2,500	0	1
05/23	Pays Promptly	-	10,000	0	0	Between 4 and 5 Months
05/23	Pays Promptly	-	2,500	2,500	0	1
05/23	Pays Promptly	N30	1,000	0	0	1
05/23	Pays Prompt to Slow 120+	-	20,000	0	0	Between 4 and 5 Months
05/23	-	-	400,000	0	0	Between 4 and 5 Months
05/23	-	Cash account	100	0	0	1
04/23	Pays Promptly	-	1,000,000	500,000	0	1
04/23	Pays Promptly	-	90,000	90,000	0	1
04/23	Pays Promptly	-	60,000	40,000	20,000	1
04/23	Pays Promptly	-	45,000	45,000	0	1
04/23	Pays Promptly	-	15,000	0	0	1
04/23	Pays Promptly	-	15,000	0	0	1
04/23	Pays Promptly	-	5,000	5,000	0	1
04/23	Pays Promptly	-	5,000	2,500	0	1
04/23	Pays Promptly	-	5,000	2,500	0	1
04/23	Pays Promptly	-	5,000	2,500	0	1
04/23	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
04/23	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/23	Pays Promptly	-	1,000	0	0	1
04/23	Pays Promptly	-	750	0	0	Between 6 and 12 Months
04/23	Pays Promptly	-	250	0	0	1
04/23	Pays Promptly	-	100	0	0	1
04/23	Pays Prompt to Slow 45+	-	20,000	0	0	Between 2 and 3 Months
04/23	-	Cash account	0	0	0	1
04/23	-	-	250	0	0	Between 6 and 12 Months
04/23	-	Cash account	50	0	0	1
03/23	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
03/23	Pays Promptly	N30	1,000	100	0	1
03/23	Pays Prompt to Slow 30+	-	100	100	50	1

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/23	-	Cash account	100	0	0	1
03/23	-	Cash account	100	0	0	1
03/23	-	Cash account	50	0	0	1
02/23	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
02/23	-	Cash account	100	0	0	1
02/23	-	Cash account	50	0	0	1
02/23	-	Cash account	50	0	0	1
12/22	Pays Promptly	-	20,000	20,000	0	1
12/22	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
12/22	-	Cash account	100	0	0	Between 6 and 12 Months
12/22	-	Cash account	50	0	0	Between 4 and 5 Months
11/22	-	Cash account	100	0	0	1
11/22	-	Cash account	50	0	0	1
10/22	-	Cash account	250	0	0	Between 4 and 5 Months
09/22	Pays Promptly	N30	5,000	0	0	Between 6 and 12 Months
09/22	-	Cash account	100	0	0	1
09/22	-	Cash account	100	0	0	1
08/22	-	Cash account	100	0	0	Between 4 and 5 Months
08/22	-	Cash account	50	0	0	Between 6 and 12 Months
08/22	-	Cash account	50	0	0	Between 6 and 12 Months
07/22	-	Cash account	50	0	0	1
06/22	-	Cash account	250	0	0	1
06/22	-	Cash account	50	0	0	Between 6 and 12 Months
06/22	-	Cash account	50	0	0	Between 2 and 3 Months
05/22	-	Cash account	50	0	0	Between 6 and 12 Months
04/22	-	Cash account	250	0	0	Between 2 and 3 Months
04/22	-	Cash account	100	0	0	1
04/22	-	Cash account	50	0	0	1
04/22	-	Cash account	50	0	0	1
04/22	-	Cash account	50	0	0	1
04/22	-	Cash account	50	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	250	0	0	Between 6 and 12 Months
11/21	-	Cash account	100	0	0	1
10/21	-	Cash account	50	0	0	Between 6 and 12 Months
07/21	Pays Promptly	-	200,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	Pays Promptly	-	15,000	1,000	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	34	US$ 2,800
Payment record unknown	2	US$ 400,250
Unfavorable comments	0	US$ 0

Other Payment Categories	Experience	Total Amount
Placed for collections	0	US$ 0
Total in D&B's file	69	US$ 1,970,000

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	**0**	**0**	**0**	**2**
	Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 01-31-2020

EVENTS

UCC Filing - Assignment

Filing Date	01-31-2020
Filing Number	SR442792
Received Date	02-10-2020
Original Filing Date	11-07-2019
Original Filing Number	OH00235349950
Secured Party	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtors	The Garland Company, Inc.
Assignee	CIT Bank, N.A., Jacksonville, FL
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH

UCC Filing - Original

Filing Date	11-07-2019
Filing Number	OH00235349950
Received Date	11-19-2019
Collateral	Equipment and proceeds - Fixtures and proceeds
Secured Party	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtors	The Garland Company, Inc.
Filing Office	SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

Special Events

SPECIAL EVENTS

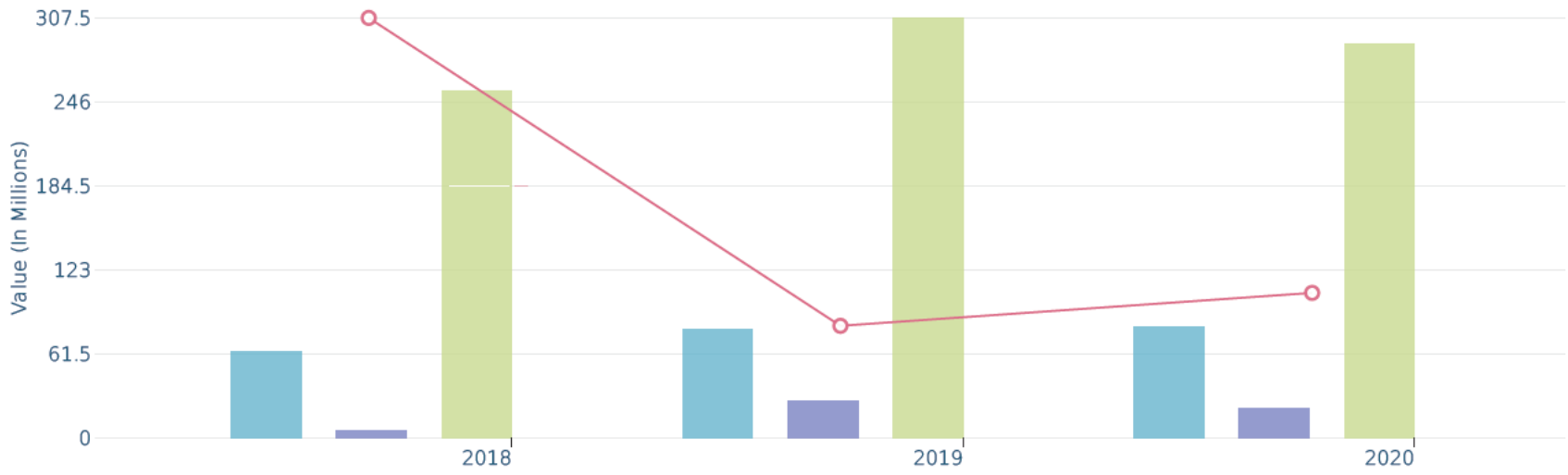
Date	Event Description
12-12-2022	A Rating change has occurred on this company.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Fiscal Individual 12-31-2020	Fiscal Individual 12-31-2019	Fiscal Individual 12-31-2018	Last 3 years
Current Assets	81,204,218	79,531,623	63,165,806	
Current Liabilities	21,402,562	27,154,073	5,757,040	
Tangible Net Worth	60,859,961	60,708,828	60,193,680	
Sales	288,447,718	307,495,074	254,375,402	
Current Ratio	3.79	2.93	11	
Working Capital	59,801,656	52,377,550	57,408,766	
Other Assets	3,948,562	4,013,028	2,784,914	
Long Term Liabilities	0	0	0	-

STATEMENT INFORMATION

Source Information	Extent of audit, if any, not indicated.
Statement Explanation	. ------ STATEMENT ITEM EXPLANATIONS ------ .,The complete balance sheet was reviewed in its entirety and the above highlights were extracted for publication.,It is noted there are no intangibles.,The statement includes no deferred credits.,Contingencies: None.,Non-current assets consist of fixed assets.,There are no long term liabilities.,CURRENT ASSETS: Consist of cash, accounts receivable, inventory and other current assets.,CURRENT LIABILITIES: Consist of accounts payable, accrued expenses and other current liabilities.,LIQUIDITY: Liquid assets provide full coverage of current liabilities.
Reporter Comments	On February 16, 2022, the name and address of this business have been confirmed by D&B using available sources.

. ------ STATEMENT ITEM EXPLANATIONS ------ .
The complete balance sheet was reviewed in its entirety and the above highlights were extracted for publication.
It is noted there are no intangibles.
The statement includes no deferred credits.
Contingencies: None.

Non-current assets consist of fixed assets.
There are no long term liabilities.
CURRENT ASSETS: Consist of cash, accounts receivable, inventory and other current assets.
CURRENT LIABILITIES: Consist of accounts payable, accrued expenses and other current liabilities.
LIQUIDITY: Liquid assets provide full coverage of current liabilities.

A detailed financial statement is not available from this company for publication. However, a summary information was made available to D&B as shown in the Overview page.

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S
06-603-7409

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
04-28-1988

Business Commenced On
1988

State of Incorporation
OHIO

Ownership
Not publicly traded

Mailing Address
UNITED STATES

Telephone
+1 216 641 7500

Website
www.garlandco.com

Present Control Succeeded
1988

SIC
2952

NAICS
324122

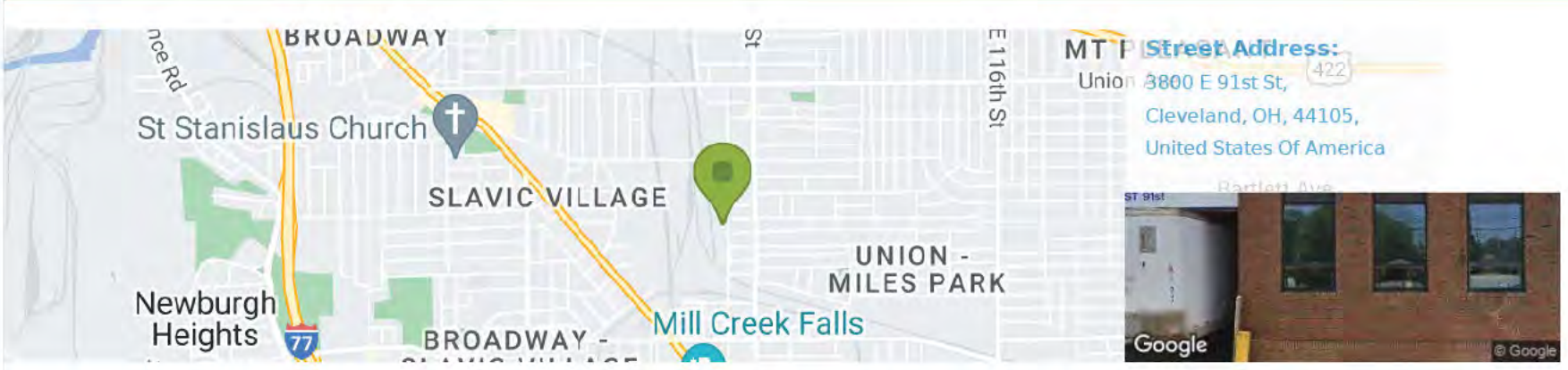
Net Worth
US$ 60,859,961

Employees
306 (100 here)

Age (Year Started)
35 Years (1988)

Named Principal
Dave Sokol, PRES

Line of Business
Mfg asphalt felts/coatings



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-05-26
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	THE GARLAND COMPANY, INC.
Corporation Type	Corporation (US)
State of Incorporation	OHIO
Date Incorporated	04-28-1988
Registration ID	723771

Registration Status	ACTIVE
Filing Date	04-28-1988
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	C T CORPORATION SYSTEM
Address	4400 EASTON COMMONS WAY SUITE 125, COLUMBUS, OH, 432190000

Registered Principal

Name	THOMAS J UBBING
Title	-
Address	-

PRINCIPALS

Officers

DAVE SOKOL, PRES
CHARLES RIPEPI, CFO
WILLIAM OLEY, V PRES-SALES

Directors

THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 02-16-2022

The Ohio Secretary of State's business registrations file showed that The Garland Company, Inc. was registered as a Corporation on April 28, 1988, under the file registration number 723771.

Business started 1988 by parent company. 100% of capital stock is owned by the parent company.

DAVE SOKOL born 1962. 1990-present active here. Graduated 1984 from Bowling Green State University.

CHARLES RIPEPI. Antecedents are unknown.

WILLIAM OLEY born 1946. 1988-present active here.

AFFILIATES: The following are related through common principals, management and/or ownership: Design Build Solutions, Cleveland, OH.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02-16-2022

Business Information

Trade Names	(SUBSIDIARY OF GARLAND INDUSTRIES, INC., CLEVELAND, OH)
Description	Subsidiary of Garland Industries, Inc., Cleveland, OH started 1988 which operates as a holding company. Parent company owns 100% of capital stock. Parent company has four other subsidiary(ies). Intercompany relations: Landlord-tenant relationship. As noted, this company is a subsidiary of Garland Industries Inc, D-U-N-S number 19-935-4507, and reference is made to that report for background information on the parent company and its management. Manufactures asphalt felts and coatings, specializing in roofing materials, roofing felts, cements or coatings and tar coating compounds. Manufactures paints, varnishes, lacquers, enamels and allied products, specializing in epoxy coatings and lacquers, varnishes, enamels or other coatings. Has 5,500 account(s). Terms are 1 1/2% 10 Net 30 days for domestic accounts and letter of credit for international accounts. Sells to industrial concerns, municipalities, government agencies, institutions and property managers. Territory : United States (80%) and international (20%).
Employees	306 which includes officer(s). 100 employed here.

Business Information

Financing Status	Secured
Seasonality	Nonseasonal. Some or all of the operations at this location have been registered to the international quality system standard -- ISO 9001.
Tenure	Rents
Facilities	Rents 150,000 sq. ft. on 1&3 floor of a three story concrete block building. Rents from parent company.
Location	Industrial section on side street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
2952	Mfg asphalt felts/coatings	-
29520100	Roofing materials	-
29520103	Roofing felts, cements, or coatings, nec	-
29529902	Coating compounds, tar	-
28510203	Epoxy coatings	-
28510200	Lacquers, varnishes, enamels, and other coatings	-

NAICS Codes	NAICS Description
324122	Asphalt Shingle and Coating Materials Manufacturing
324122	Asphalt Shingle and Coating Materials Manufacturing
324122	Asphalt Shingle and Coating Materials Manufacturing
325510	Paint and Coating Manufacturing

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number

Endorsement/Billing Reference *

ajolliffe@garlandind.com

Sales Representatives

Credit Limit

0

Total Outstanding

0

Last Login : 06-06-2023 08:22:15
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Appendix D, Exhibit A.3.1.E. Describe any green or environmental initiatives or policies.

Environmental Initiatives & Strategy

A Historical Perspective

While the term “sustainability” has taken on many new connotations over the last decade, its original meaning as “to extend or prolong” remains a core tenet of sustainable design, i.e., the ability of a product or material to continue its service life for an extended period of time.

For Garland, sustainable design is not a marketing campaign, but rather a philosophy of how we design our products and operates our business. As an early adopter of sustainable initiatives, we have successfully integrated the capabilities necessary for realizing our Customers' visions of a fully sustainable future. In an industry where cost is often a driving factor in the decision-making process, Garland is working hard to change the narrative and help building owners and architects understand there is no statement more poignant than the following:

> “The bitterness of poor quality remains long after the sweetness of low price is forgotten.”
>
> **Benjamin Franklin**

Long-term performance is often the most overlooked aspect of sustainable design. When budgets are tight and the need for a roof repair or replacement is critical, hastily made decisions based solely on initial costs most often end up costing a building owner more in the long run due to premature replacement or significant repair costs. Garland Territory Managers are well-versed in the benefits of life-cycle costing, which provides realistic projections of the long-term cost of a roof system for a given period of time.

Life-cycle costing analyzes multiple roof options with different initial costs, yearly maintenance requirements and expected life cycles, helping Customers determine which roof system will provide the best return on investment (ROI). Garland reps have available to them through Garland’s intranet a comprehensive life-cycle cost calculator that allows them to provide Customers with a realistic projection of the true cost of the roof system over its lifetime. This methodology, time and time again, supports the recommendation that installing a high-performance roof system is more cost effective than low-cost alternatives, which end up costing more to maintain throughout the life of the roof.

As an employee-owned, privately-held entity without the pressures of quarterly shareholder statements, Garland is able to take a longer view of investments in research and development. This long-term thinking goes beyond development of innovative new products, as our technical and lab teams are recognized as industry leaders. Recent publications such as “Sustainability:

Time for a Reset?" by Julie Anne Geyer, our Director of Research Development, with John Pierson, our Director of Technical Services, and "Break Through Barriers: How Understanding Air and Vapor Barriers Can Help Ensure More Comfortable, Safer Buildings" by David Finley, our Director of Building Envelope Science, have been downloaded hundreds of times and are advancing the industry's thinking about healthy, sustainable buildings. Our experts have also created continuing education courses accredited by the American Institute of Architects, including "Redefining Sustainability" and "Green Roof Systems."

Our investments in sustainability extend to our manufacturing process. While similar companies have built all-new factories that require significant resources, Garland has met increasing demand from the same manufacturing footprint through process efficiencies that reduce scrap and improve throughput. Our manufacturing line features state-of-the-art "Internet of Things" (IoT) sensors that provide real-time dashboards for our Quality team to optimize throughput and proactively solve problems, and was recently recognized by Amazon Web Services as an innovation for building material manufacturing.

But it's the longevity of the products that come off that manufacturing line, and their ability to support the sustainable goals of our Customers, that matters most. Our high-performance modified bitumen, metal, coating, adhesive, and thermoplastic solutions frequently outlast competitive products by years and even decades. In 2015, Garland introduced the world's first and only thermoset polyurethane-modified membrane designed to retain its resiliency for 40 years or more, making it the longest lasting modified roofing system in the commercial roofing market. That same year, Garland introduced a metal standing seam roof system with a performance life that also extends 40 years or longer.

The quest for sustainable solutions is part of Garland's corporate DNA. When we were founded at the end of the 19th century, our organization's first products were the recycled byproducts of the Northern Midwest's thriving steel industry. By refining and recycling used oil stocks, Garland created viable solutions that were both sustainable and economical. That "repurposing" of used but still viable technology continues today.

Garland was the first in our industry to promote resource preservation by extending roof cycles to 40 years and longer; the first U.S. roofing manufacturer to achieve ISO certification; among the first to introduce green roofing solutions to North America; and remain one of the only U.S. manufacturers to offer a full range of environmentally responsible roofing alternatives. These include:

- Vegetative (green) roofing that reduces urban heat islands, carbon monoxide, noise and air pollution, and stormwater run-off while improving oxygen levels and community health and well-being and extending roof life cycles for resource conservation
- Life-cycle extended roofing that conserves resources by significantly reducing the time between roof replacements from an industry-typical 17 years to 40 years and longer
- Cool/reflective coatings that typically require 40 percent less energy than dark roofs

- Expert building envelope component integration to ensure the optimum performance and longevity of alternative energy components such as photovoltaic and wind-energy-generation technologies
- Repair, replacement, and restoration systems that include cold-applied, VOC-compliant, and self-adhesive solutions for environmentally responsible application
- Metal systems that are 100 percent recyclable
- Commercial roofing products that incorporate post-consumer, rapidly renewable, bio-based content, and/or recycled materials, such as tires and glass

We offer dozens of distinct products that are ENERGY STAR®[1] qualified and/or UL Environment™ verified, helping building owners achieve LEED® buildings performance. Garland was a charter Partner in the EPA's ENERGY STAR program and a member of the Cool Roof Rating Council (CRRC).

Garland's most recent green innovations include:

- **OptiMax®** - fiberglass reinforced asphalt-based membranes modified with a specially designed polyurethane resin designed to extend roof longevity. When subjected to ASTM D 4977 scrub testing, OptiMax retains over 99 percent of its minerals as opposed to less than 80 percent on similarly tested traditional modified mineral sheets, translating to a longer lasting roof.
- **R-Mer Shield** - Patented standing seam metal roof system that can withstand wind speeds over 200 mph and is designed to provide unrivaled strength and waterproofing protection for 40 years or more. This innovative system allows for installation of panels up to 24¾ inches, helping to reduce labor costs and installation time. Its long-term performance coupled with its little-to-no required maintenance make this system a very cost-effective option for building owners who desire long-term performance.
- **B-Clean** - non-toxic, heavy-duty formula designed to clean, brighten, and restore concrete, brick, stone, aggregate and block surfaces; formulated to remove deposits such as efflorescence, stains, mineral deposits, discoloration, and other contaminants that impact the surface of a substrate. This product provides building owners with a safe, environmentally friendly alternative to cleaning exterior building surfaces.
- **Rust-Go VOC Primer** - the primer was reformulated to be VOC compliant nationwide, eliminating flammability and toxicity hazards associated with solvent-based coatings. Rust-Go VOC Primer enhances the adhesion and performance of Rust-Go VOC Topcoat, which is also VOC compliant nationwide.
- **KEE-Stone® FB 60** - A bright white, highly reflective membrane containing a thermoplastic compound made up of at least 50 percent DuPont™ Elvaloy® HP, creating a membrane with superior long-term weatherability. The KEE-Stone formula is present throughout the entire sheet and the membrane is reinforced with a high-tensile-strength polyester scrim, making it

[1] ENERGY STAR recent y e m nated the roof ng mater a s category and we w be remov ng ENERGY STAR from our market ng mater a s. We nc ude t here, on y by way of demonstrat ng our comm tment to forma cert f cat on processes for env ronmenta y respons b e mater a s.

the longest lasting and most durable membrane of its kind in the industry. Even after industry standard heat aging tests, KEE-Stone retains more than 90 percent of its breaking strength, elongation, and flexibility. Plus, KEE-Stone's unique polymer-coated polyester scrim allows the KEE compound above and below to fuse together, creating a monolithic sheet and reinforcing the strength of this membrane. The KEE-Stone FB 60 membrane will not break down or peel apart over time, increasing the life of the investment.

- **KEE-Lock Foam** - a solvent-free, dual-component, fast-setting urethane foam adhesive for the KEE-Stone FB 60 system. It is packaged in a convenient bag-in-box or cartridges that make application quick and hassle-free.
- **KEE-Lock Mastic** - a white, cold-applied, 100% solids trowel-grade flashing mastic designed to seal the base edge of KEE-Stone FB 60 flashing where it ties into the field of an SBS-modified membrane roof system. KEE-Lock is solvent-free, cures quickly and is ready to use right out of the pail.
- **Seal-A-Pore™ WB** - a hybrid sealer designed to increase the service life of masonry surfaces by sealing the tiny pores in brick, block and mortar and eliminating moisture penetration.
- **Eco-Seal Primer** - a water-based, low-VOC primer specifically formulated to enhance the performance of Garland's Tuff-Stuff® MS and Green-Lock® Sealant XL as well as powdery masonry substrates such as brick, block, stucco, and EIFS. Eco-Seal Primer helps prevent deterioration of these porous masonry surfaces by sealing, leveling, and binding the substrate to the sealant, resulting in an exponential increase in adhesion. Quick-drying, environmentally friendly, and easily applied with a roller, brush, or pump sprayer, Eco-Seal Primer is the safest and most cost-effective way to maximize the coverage rate and service-life of Garland's line of hybrid sealants.
- **Garla-Block™ Primer** - a low-VOC, no odor water-based primer that enhances the performance of solvent-based urethanes, water-based acrylics, and aluminized asphaltic coatings.
- **R-Mer Force** - a flashless edge metal system that is easy to install and is engineered to save time and materials. R-Mer Force eliminates the need for flashing plies and instead is solidly anchored to exterior walls. R-Mer Force's extruded aluminum base anchor provides ANSI/SPRI ES-1 code-compliant design that has been tested to withstand extreme wind pressures without compromising security, so the roof's edge is protected for the long-term. Stronger edge metal translates to a longer service life.
- **HydroShell® SA 60** - Self-adhering air, vapor and water barrier membrane designed to improve a building's energy efficiency.
- **Tuff-Flash™ Plus LO** - a multi-purpose, two-part, asphaltic polyurethane-based, low-odor, liquid flashing membrane designed to create a watertight flashing on tough roofing details that are difficult to seal with a typical modified membrane. Even though this product contains asphalt, it is polyurethane based. That chemistry, combined with the two-part make-up and minimal solvent content, make the material virtually odorless during and after installation. This minimizes odor concerns in odor- and VOC-sensitive areas like hospitals, schools, and food production plants.

- **Pyramic® Plus LO** - a low-VOC, water-based urethane-acrylic coating with a bright white finish that reflects the sun's ultraviolet rays and reduces their damaging effects. A roof coated with Pyramic Plus does not experience such large temperature fluctuations; therefore, the roofing system undergoes less fatigue. Along with UV protection, Pyramic Plus LO contains a biocide package to minimize the growth of mold and fungus on the surface of the coating, decreasing the risk of mold or fungus spores entering into a building through HVAC equipment. Its low odor, which can be compared to standard house paint, makes it ideal for use in odor-sensitive areas such as schools, hospitals, and food production facilities.
- **R-Mer Coat** - a metal coating system (with Kynar Aquatec® resin technology) restores exterior metal surfaces to look like new and last longer too. It can be used to update the look and design of a building or to protect and refurbish older metal building components. Unlike conventional coatings, this high-performance resin material provides corrosion protection for years while maintaining its brilliant, like-new color and gloss.
- **LiquiTec™** - an extremely low odor, fluid-applied waterproofing solution designed to maintain, restore, and upgrade the performance of aged, modified bitumen, metal, and single-ply roof systems. This two-component, 100 percent solids, aliphatic polyurea product cures quickly to form a highly durable, impact- and UV- resistant roof membrane that increases the life span of the existing roof.

2023 has already been highlighted by a number of sustainable product introductions, including:

- **Cool-Sil Eliminator –** a silicone rubber fluid-applied coating that fills the gaps in a gravel roof, creating a smooth surface for application of a bright-white restoration coating, reducing landfill waste while improving a building's energy efficiency and creating a leak-free environment inside.
- **Green-Lock Plus–** this industry-leading interply adhesive was certified Bio-Based by the US Department of Agriculture. In addition, a new white version of the product creates a new usage as a UV-reflective flood coat when applied with a white marble aggregate.
- **VaporSmart SA –** this air barrier and vapor retarder can serve as a temporary roof for up to 180 days.
- **Pro-Stop FR Primer –** when applied to wood decking and components, this low-VOC intumescent coating provides a significant barrier in the event of a fire, as well as a class III vapor retardancy.
- [redacted]

An Industry Leader in Recycled and Bio-Based Content

Garland continues to lead the industry in the use of recycled content in its products and is committed to remaining ahead of the curve with the continuous development of products with a reduced environmental footprint. We use a variety of post-consumer and post-industrial recycled content in many of our products and are moving in the direction of offering more water-based coatings/sealants/primers in an effort to align our product offerings with standards set forth by LEED®. Some examples that illustrate our continuous commitment to sustainability include the following:

- Garland was the first company to use recycled rubber from post-consumer tires as a functional additive in a modified bitumen product line, and we still employ that technology today.
- On all smooth-surfaced modified bitumen solutions, Garland employs 100 percent post-industrial recycled coal-slag as a black mineral surface.
- On all modified bitumen materials, Garland uses pulverized post-consumer glass as a partitioning agent.
- Many of Garland's restorative coatings use recycled cellulose fiber as a reinforcing agent.
- The bitumen bases – both asphalt and coal tar pitch – are repurposed by-products of the oil and coal processing industry.
- One of our high-performance membranes has the highest recycled content of any membrane in the roofing industry.
- Garland's R&D team has placed a high focus on the development of water-based products for an overall reduction in VOC and HAP emissions, toxicity, and environmental footprint.

The incorporation of bio-based content is another area in which we excel. Over the last several years, Garland has developed substitute raw materials based on bio-sources versus traditional hydrocarbon sources. These include soy-derived oil solutions that perform equivalently to traditional hydrocarbon oils and specialty ground walnut-shell waste, which we use as a substitute for common filler.

At Garland, quality comes first with the use of both recycled and bio-based solutions. "Green" substitutions are made only when product performance can be maintained or improved.

Staffing Resources

Assessing environmental responsibility for a material's formulation, utilization, and post-utilization is part of the development process for every Garland product. Garland has four full-time employees dedicated to research and development, and two additional full-time employees actively involved in our green initiatives. In addition, our program managers and field representatives are encouraged to participate in trade associations promoting the viability of green solutions and to pursue LEED® BD+C certification.

Process for Defining Green/Sustainable

The Garland Greenhouse

Garland has developed a special “Garland Greenhouse” brand for its line of sustainable solutions. We have established stringent measurement criteria for admission into this family. Specifically, all Garland Greenhouse materials must generate at least 2.0 points based on the following criteria:

For Pre-Consumer Recycled Content

- 0.5 points for inclusion of recycled content
- point for 10 percent (50% PI + 100% PC)
- 2.0 points for 20 percent (50% PI + 100% PC)
- For Lowered Volatile Organic Content (VOC)
- point for compliance with the national requirement, in addition to every state and local air district requirement

For Bio-Based Content

- 0.5 points for inclusion of any bio content
- point for 2.5 percent by weight or higher
- 2.0 points for 20.0 percent by weight or higher

For Highly Reflective Surfacing
- point for compliance with 65 percent or higher initial reflectance
- 2.0 points for 70 percent or higher initial reflectance

For Novel Technology
- 1.0 point for a novel, industry-changing technology or process that replaces a traditional technology or process

For Post-Consumer Recyclability
- 2.0 points for 50 percent or higher recyclable content

UL Environment™

In addition to Garland’s internal branding procedure, we also use third-party verification through Underwriters Laboratories to provide verified “green” performance by participating in the UL Environment Program. UL annually audits all of Garland’s green inclusions and provides verification of compliance. We currently have UL Environment™ approvals on the majority of our modified membranes and metal roof products.

Product Recyclability and Minimizing Environmental Footprint

The roofing industry has long been considered a pioneer in the use of recycled materials because two of the primary raw materials (often also used as finished goods) – asphalt and metal – are among the most recycled products in the world. Although Garland/DBS does not have any buy-back or take-back programs, many roofing and waterproofing contract requirements call for the performing contractor to sort and properly dispose of debris, recycling any material that is able to be recycled. Even without specific requirements, standard industry practice is for the performing contractor to set aside recyclable materials when disposing of debris. The performing contractors then collect recycling proceeds at the end of the project for their efforts. These proceeds are then used to offset some of the costs of the project, ultimately saving public sector agencies money when the recycling proceeds are incorporated into the performing contractor's price at the time the estimate is created.

Operational Sustainability

Our on-going commitment to cradle-to-grave sustainability has resulted not only in many product firsts, but also in several improvements in our manufacturing operations. Our success in this area has been publicly recognized twice when Crain's Cleveland Business selected Garland as a finalist (in 2009 and 2011) for its Emerald Awards, which recognized our Company's achievements in integrating sustainability into all aspects of our operations.

Additionally, Garland's metal fabricating operations maximize its use of metal product in several ways:

- Suggesting optimized geometries to the Customer to use the majority of the purchased metal
- Collecting drop (slit) material for subsequent use
- Scrapping metal by sorting it and sending it to established recycling facilities when there are pieces and parts that cannot be used

[redacted]

In manufacturing and throughout our corporate headquarters, we continue to evaluate unique opportunities to re-use packaging and other materials to minimize Garland's environmental footprint, including but not limited to:

- The reuse of pallets from inbound raw materials for LTL shipments, as well as for packaging coatings
- The recycling of empty drums, which are sent to our drum supplier where they are cleaned and refinished instead of being discarded
- Reselling empty Super Sacks back to their manufacturer
- Capturing used cardboard and sending it to a recycler
- Capturing paper bags from dry raw materials and sending them to a recycler

- Cleaning all damaged pails and pails used to reworked materials, then turning them in to the scrap yard for recycling
- Capturing all metal/plastic bands and sending them to a recycler
- Collecting all unusable pallets and re-working them for re-use
- Using 3' x 3' pallets (vs. 4' x 3.3') for smaller orders to save on space and materials
- Converting a portion of Cleveland's manufacturing facility to LED lighting for energy savings, with plans to completely transition all lighting within the next two years.
- Converting to hot oil rather than a direct fire tank to heat the asphalt and coal tar compounds prior to the manufacture of roll goods, which is both safer and more energy conscious

Other operations that are significantly reducing waste or conserving resources include, but are not limited to:

- An aggregate recovery system in manufacturing allows us to reuse 98 percent of the aggregate that is sifted and/or off-spec, collecting them and placing them in tubes, then packing them up for delivery with membrane orders for field application
- Fine particles of black slag and glass are reused for the backside surfacing of membranes
- A corporate program collects recyclables throughout headquarters, then transfers them to a designated central collection point, from which the materials collected are regularly picked up by a recycler
- All light bulbs are collected and sent to a recycler upon end of use
- Any renovations and/or additions to the corporate office are designed with energy-efficiency improvements, e.g., two recent restroom renovations included additions of water-saving toilets and LED energy-saving lighting

Environmentally Preferred Offering & Future Planning

Sustainability Today

The majority (nearly two-thirds) of the Garland products included in this proposal support sustainable design, i.e., seek to reduce negative impacts on the environment and on the health and comfort of building occupants, thereby improving building performance. The basic objectives of sustainability are to reduce consumption of non-renewable resources, minimize waste, and create healthy, productive environments.

The sustainable design principles governing Garland product and service solutions include the ability to:

- Optimize site potential
- Minimize non-renewable energy consumption
- Use environmentally preferable products

- Protect and conserve water
- Enhance indoor environmental quality
- Optimize operational and maintenance practices

[redacted]

Appendix D, Exhibit A.3.1.F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity

program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Garland/DBS, Inc., is accustomed to working within the MWBE contracting requirements of many public agency Customers. When the information is shared upfront and the requirements are established prior to our final proposal submission, Garland/DBS ensures that contractors with the appropriate qualifying designations become Garland authorized contractors eligible to participate in our site-specific pricing discount process.

In some instances, there are set percentages of work that must be performed by MWBE contractors on a specific project. To ensure Garland/DBS, Inc.'s compliance with these requirements, our project managers collaborate with MWBE contractors to identify portions of work that can be set aside for MWBE contractors. This collaborative process is important because it ensures that MWBE can perform a meaningful portion of the project work.

HUBZone Designation

Garland/DBS, Inc.'s main corporate office and manufacturing facility is located in a HUBZone, but Garland/DBS does not qualify as a HUBZone business. As an employee-owned company, its ownership is allocated to a diverse group of employees. However, the business does not qualify as a minority, woman-owned, small or disadvantaged, disabled-veteran-owned, or other historically underutilized business category. If Region 4 or other OMNIA Partners Participating Public Agencies have HUBZone business enterprise utilization requirements or any utilization requirements for minority and women-owned, small or disadvantaged, disabled-veteran-owned, etc., Garland/DBS is in the unique position of being able to satisfy those requirements, at a high percentage of the total contract, due to our extensive Authorized Contractor Network and concentrated local presence in a major metropolitan statistical areas.

Appendix D, Exhibit A.3.1.G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

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a. Minority Women Business Enterprise

□Yes ☑No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

□Yes ☑No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

□Yes ☑No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

□Yes ☑No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

□Yes ☑No
If yes, list certifying agency: _____

Appendix D, Exhibit A.3.1.H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

When projects are completed through Garland/DBS on behalf of a public agency, DBS will act as the General Contractor and bring a subcontractor underneath us to complete the labor portion of the project. The network of contractors we pull from is vast, with over 1000 established contractor partnerships across the country. If the end using agency has MWBE requirements, DBS will work on behalf of the customer to find a contractor partner who meets those requirements.

The contractor network DBS has currently established can be expanded upon at any time. We regularly bring new contractors into the fold, after first investigating their abilities and financial background.

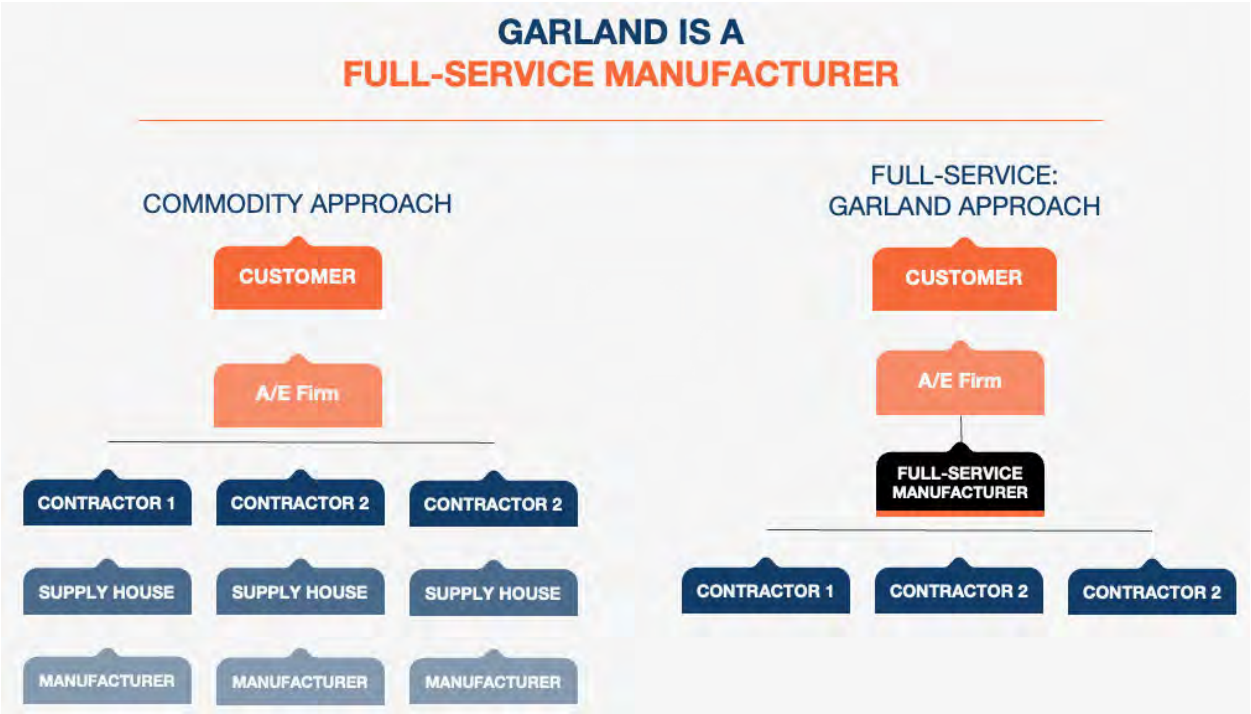
The specific certifications held by any individual subcontractor from our network will be communicated as needed for individual projects.

Appendix D, Exhibit A.3.1.I. Describe how supplier differentiates itself from its competitors.

The Garland business model's core differentiators are derived from our status as a 100 percent employee-owned organization. They include:

- Transparent and accountable business practices from which all parties fairly benefit
- The belief that best value can only be achieved when both the short-term and long-term objectives of public agencies are considered
- The economic health of the local communities we serve
- Zero tolerance for material defects, missed deadlines and costly change orders
- Respectful appreciation for the front-line individuals most directly responsible for ensuring the functional integrity and safety of America's public facilities

We refer to ourselves as a "Full-Service Manufacturer," but what does that really mean for Participating Public Agencies? It means a shorter chain of liability, an easier way to do business, and a more cohesive project team between design professional, manufacturer, contractor, and building owner. It also ensures manufacturer involvement throughout the long-term warranty period, providing greater peace of mind.



From an operational perspective, Garland's highly-trained, locally-based Territory Managers use a proven process called the Garland 12-Step Blueprint to engage and support Customers. This process offers several additional differentiating benefits to our public sector Customers. We would welcome the opportunity to extend these benefits to agency participants in the OMNIA Partners / Region 4 contract.

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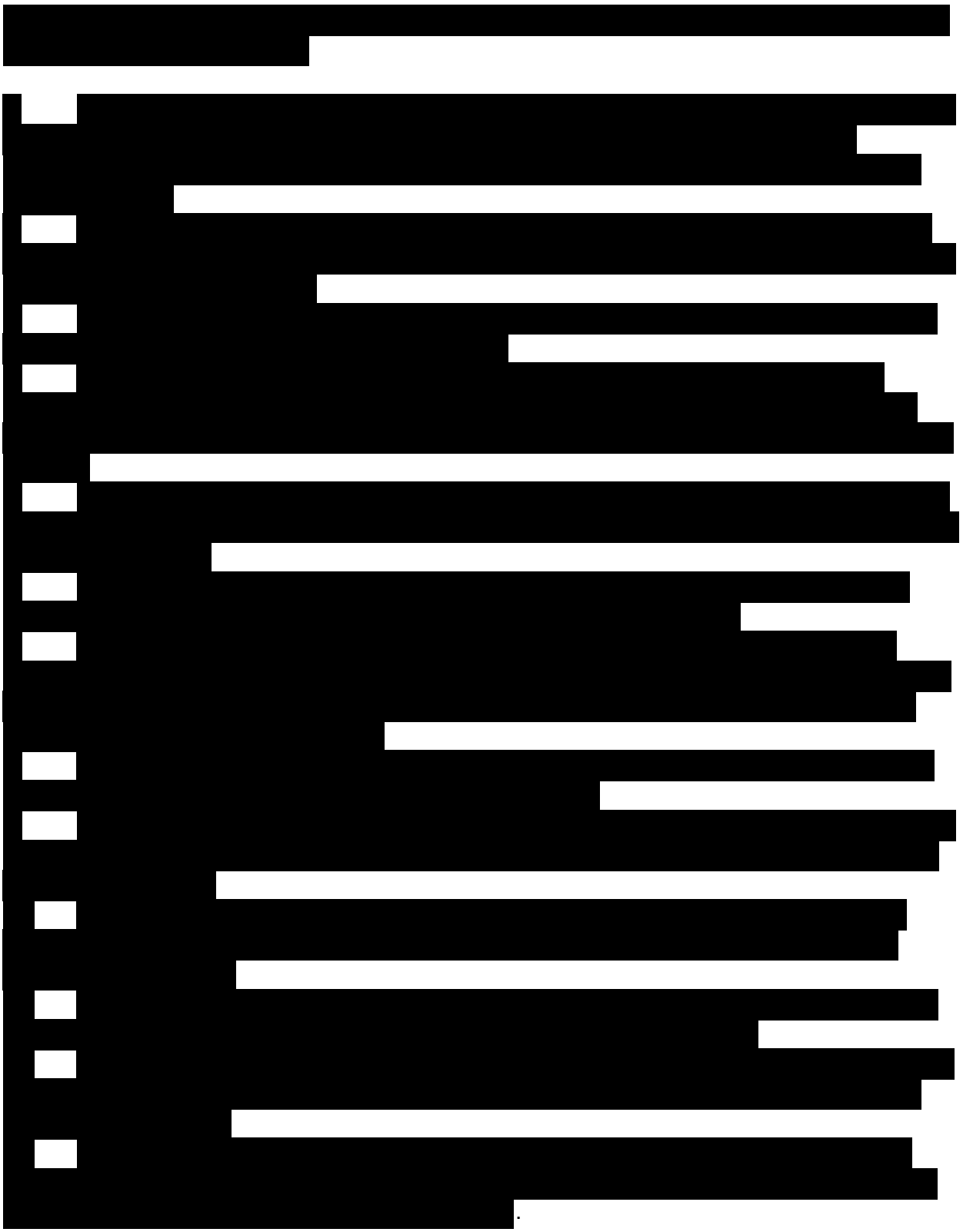
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Appendix D, Exhibit A.3.2.A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

PRODUCT SOLUTIONS

As part of an Agreement resulting from this proposal, Garland/DBS, Inc. will be providing the services and products shown below:

Service Solutions

Garland/DBS, Inc. provides an ever-expanding array of technical services to support the procurement representatives, facility managers, and maintenance crews of OMNIA/Region 4 Customers.

The proposed Agreement, which encompasses all Roofing Products and Services and Job Order Contracting Services – will enable Garland/DBS, Inc. to support OMNIA/Region 4 Customers with a wide array of exterior building envelope solutions, including:

- Nuclear scans for rooftop evaluations
- Infrared scans for rooftop and wall evaluations
    - Roof Asset Management Program (RAMP®) Database to document multi-facility roofing assets
    - Building envelope evaluation services to identify energy-cost-reducing opportunities for roofs and walls
    - Certified shop drawings pertinent to roof installation, reviewed, signed, and sealed by a Professional Engineer or an Architect licensed in the relevant state
- Professional architectural design services
    - Engineering structural analysis for rooftop evaluations and properly designed modifications
- Customized project-based specifications
    - Certified pre-design analysis by a Professional Engineer, including wind uplift and drainage calculations
    - Roof and wall assembly design assistance, including water, air, and vapor barriers, rainscreens, and product-specific detailing
- Brick/stone/block tuck pointing, removing-and-resetting, and replacement
- Caulking and waterproofing
- Coping restoration/replacement
- Dampproofing
- Masonry wall/facade restoration
- Metal trim reinstallation/replacement

- Parapet wall restoration/replacement
- Building condition assessment and forensic analysis
- Exterior building coating, repair, and/or cleaning
- CAD-assisted details with BIM software
    - Value studies including life-cycle cost analysis comparing multiple roofing systems with differing life expectancies and anticipated maintenance requirements
- Structural retrofit roof and wall system design
- 3-D renderings
  Preventive maintenance programs, including 24-hour leak response
    - Sustainability upgrades, including vegetative, solar, and ENERGY STAR® qualified, CRRC listed, LEED point contributing, UL Environment validated, and/or Title 24 compliant building enhancements

Our program for professional review and endorsement of project contract documents can help OMNIA/Region 4 Customers by:

- Ensuring an unbiased, third-party, engineering review and certification of construction documents
- Reducing liability exposure for all parties by delegating to an engineer authority and responsibility for determining the acceptability of a project's specifications and details
- Certifying the intent of the manufacturer to resolve specific Customer problems
- Establishing a higher level of professionalism by certifying the viability of designs and materials
- Expediting local, state, and federal approvals for public projects

Value-Added Service Solutions

Resolving exterior waterproofing problems frequently requires the integration of multiple construction disciplines and a comprehensive range of services that may or may not be within the skill set of a typical roofing contractor. Understanding how critical single-source accountability can be to public sector agencies, Garland/DBS, Inc. will be extending to OMNIA/Region 4 public sector Customers our entire menu of services for the total building envelope, as summarized below:

- Certified pre-design analysis by a Professional Engineer
- Professional construction management services
- Hygrothermal analysis
- Rooftop mechanical and electrical engineering
- Emergency and disaster reconstruction and repair
- Exterior building electrical modification/relocation/replacement
- Exterior building plumbing and drainage

- Exterior building envelope energy evaluations for energy efficiency studies
- HVAC modifications/replacement
- Lightning-protection, including installation/reinstallation certification/recertification
- Parking lot installation/repair, including solar-paneled canopies for energy-cost reduction and lot striping
- Site security/perimeter fencing
- Skylight modification and replacement
- Window/door replacement and window glazing
- Any and all other building envelope trades related to exterior waterproofing

We have highlighted below those service programs that we expect to be of special interest to OMNIA Partners / Region 4 Customers, should we be awarded the contract. It should be noted that the price list accompanying this proposal also features some unique packaging options for our RAMP and Dry Zone services, which will provide OMNIA Partners / Region 4 Customers some attractive alternatives for managing and servicing their exterior building envelope assets.

CONSTRUCTION MANAGEMENT SERVICES

OMNIA Partners / Region 4 Customers will have the opportunity to use Garland/DBS, Inc. as a Construction Manager. This delivery option is a value-added service that can be included with a material-only roofing or waterproofing system purchase. Construction management services are normally negotiated to be a flat percentage of the estimated cost of work and are used to alleviate the day-to-day project demands placed upon Customer resources.

When contracted to perform construction management services, DBS provides administration, project management, and quality control services throughout the project for a fixed fee – rather than acting as a general contractor taking complete responsibility for the project. Although the financial responsibility and performance risks are ultimately the responsibility of the trade contractors, Garland/DBS, Inc. acts as a third-party owner's representative providing continual oversight and management of the project to assist in the identification and resolution of issues before they become problems.

Using Garland/DBS, Inc. in a construction management capacity ensures that OMNIA/Region 4 Customer projects will be installed to specification, following each manufacturer‘s installation guidelines. In addition, our professional on-site presence provides Customers with a direct set of eyes and ears on the project, which assists in the evaluation of differing conditions and minimizes the opportunities for costly change orders. During the progress of work, Garland/DBS, Inc. will track budget to the project’s actual costs and will track schedules against actual production timelines. Any negative deviations will be addressed with the Customer and with the individual subcontractor(s) to make certain the project is completed on time and within budget.

RAMP®

Garland's RAMP is an integrated online suite of professional management services designed to extend the working life of your building exteriors, while increasing the value of your properties. RAMP is an Internet-based advanced database tool that can be used to track the history of a Customer's roofs, walls, below-grade waterproofing, and pavement. This dynamic tool eliminates owner concerns over lost warranties, inconsistent documentation from one facility to the next, neglected maintenance, the lack of timely communications during work-in-progress, and unanticipated downtime related to emergency repairs.

RAMP can help OMNIA Partners / Region 4 Customers take control of their facility management budget by providing the information they need to make timely, cost-effective decisions. Typically, the local Garland Territory Manager enters the building envelope data as new projects occur, accumulating, over time, comprehensive documentation of the work history of an agency's facilities.

RAMP-based support services include:

- Maintenance recommendations supported by construction details, photographic documentation, architectural drawings, visual observation notes, core sample documentation, and lab analysis reports
- Roof and other exterior building component replacement options with a comparative analysis of modified bitumen, metal, and sustainable-design high-performance roofing solutions, based on application-specific concerns and requirements
- Work history documentation of every repair, restoration, and replacement, helping public agencies analyze maintenance costs to justify staying the course or moving to capital expenditures
- Cost estimates and annual budget summaries prioritizing your building envelope requirements for the predictable scheduling of preventive maintenance
- Warranty tracking to help Customers hold suppliers accountable, eliminating problems resulting from neglected maintenance or misplaced documentation
- Life-cycle and energy-saving cost analyses, using industry-recognized models, to help Customers determine the cost/value performance of alternative building solutions
- Timely updates and job inspection reports, including online photographic documentation so OMNIA Partners / Region 4 Customers can share data with others in their organizations over the Internet
- Online emergency reporting that automatically triggers an email notification, allowing agencies to report roofing emergencies online, 24/7/365
- Charts and graphs for quick data analysis and visualization
- Summary style reports that can be exported to Excel format for further manipulation and data filtering
- GIS/GPS features leveraging satellite imagery to provide interactive navigation, asset analysis, condition map, and budget map features

- Report generation tools providing users the ability to quickly build full comprehensive reports in PDF output
- Mobile-ready web application viewable on the latest phones and tablet devices

With RAMP, a local Garland representative helps agencies and their facility management representatives document and track emergency and preventive maintenance consistently, across a variety of regions and facilities, regardless of whether they are using in-house maintenance teams, locally based contractors, or a Garland/DBS, Inc. project manager to implement them.

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The workmanship related to all services delivered by Garland/DBS, Inc. is warranted to be free from installation errors for a period of two years.

In Phase III, the value of Dry Zone is fully realized. With the entire Garland organization as its partner, the OMNIA/Region 4 public agency will receive a site-specific analysis and recommendations that will keep their building envelope investments in line with the performance and budgetary objectives they've established for their facilities.

- If the agency goal is to keep a building functional for the short-term, we will identify repairs necessary to accomplish those goals. Garland/DBS, Inc. will provide the Customer with standard time and material rates for emergency leak response and hard quotes for less urgent repairs.
- If the performance objective is to provide a 30- or 40- year solution, we will deliver the best building systems as dictated by the agency's situation and budget to yield the desired results.

Garland/DBS, Inc. can provide multiple building-solution options to satisfy any performance objectives that may fall between these scenarios. On-time, within budget is standard with routine maintenance and repair, just as it is on major restorations or replacements.

Although Garland. material and service offerings are finite and easily defined, the situations over which the services are utilized are infinite: building envelope components such as roofs and walls are never a "one size fits all" proposition. For that reason, Garland never pre-prices maintenance or general housekeeping services upfront prior to the work being performed. With this pay-as-you-go model, OMNIA/Region 4 agencies participating in any contract resulting from this proposal will never pay pre-established, standard maintenance rates that include products and/or services they may never need.

The most benefit and efficiency can be achieved by defining pricing methodologies customized for each building, after inspections have been performed. Garland/DBS, Inc. will provide the agency with custom pricing on a yearly basis, with our commitment that we will only charge OMNIA/Region 4 Customers for services rendered. The selected service for a given situation can then be priced competitively, according to its location, site-specific conditions, and other considerations that may affect the cost of local labor.

Inspections

Through subsequent annual inspections, the agency's building envelope assets will be continually evaluated to ensure that previously noted areas of concern are being addressed and a performance history is established. Any new information will be input into the Dry Zone program, creating an evolving document that will track all of a facility's building envelope assets year after year.

The Dry Zone program is available for all building envelopes, whether or not the systems and components have been manufactured by Garland. As Garland/DBS, Inc. restores or replaces an agency's systems using Garland materials, those materials are then warranted by Garland and will have their Dry Zone renewal fees waived for those areas, with annual inspections provided at no cost. With Garland/DBS, Inc. as its building envelope management partner, the only building exterior responsibility an OMNIA/Region 4 agency needs to contend with is preventive housekeeping.

Maintenance

As annual inspections are completed, a list of maintenance items will be developed. Garland/DBS, Inc. will provide pricing for all identified maintenance items. As with all Garland/DBS, Inc. projects, we will provide the OMNIA/Region 4 Customers with the opportunity to solicit competitive site-specific labor (installed) pricing locally, should that be the agency's preference. In any case, the work will always be performed by an authorized Garland contractor.

Repairs

Along with the maintenance items discussed above, areas of concern will be identified for repair. In conjunction with the facility manager, repairs will be prioritized across each area of the building's exterior, i.e., roofs, walls, doors, windows, below-grade waterproofing, and pavement — based on critical need. Garland/DBS, Inc. will provide hard quotes upon request, so budgets can be established around the necessary actions that need to be carried out.

Restorations

When the integrity of a system such as a roof assembly is sound, but the surface is starting to breakdown, restoration may be the best solution for strengthening the long-term performance of the building component. Restorations revitalize the surfaces of roofs and walls by upgrading their weathering and UV resistance. The various materials utilized will be based upon the type of system and restoration in question. Restorations will extend the service life of existing building components, pushing the need for a more costly replacement farther into the future. Restorations also limit building-occupant disruption because they do not create the noise or work-flow disruption concerns associated with more aggressive replacement. Once Garland/DBS, Inc. completes a restoration using Garland products, the roof or wall is placed under a Garland warranty at no cost. Garland manufactures a complete line of restoration systems for a variety of traditional built-up roofs, modified built-up roofs, single-ply membranes, and metal roof systems, as well as a variety of sealants, coatings, and metal solutions for restoring building walls.

Replacement

Some components, such as roofs with irreparable system degradation, may require replacement. The Garland/DBS, Inc. project manager works with the Garland local representative, who is already familiar with the agency's buildings, to recommend the

appropriate system replacement solution based upon the level of performance and the budget a facility manager has established. Garland/DBS, Inc. has the industry-specific expertise to support a wide variety of Garland building component replacement options to fit any OMNIA/Region 4 agency's need.

When roof replacement is required, we offer two delivery methods:

- In the traditional delivery method (materials only), your local Garland representative, as the material provider, recommends and monitors the quality of the roof installation on behalf of the agency. The OMNIA/Region 4 agency contracts directly with the contractor for labor and non-Garland material through the traditional public bid process. In addition, Garland/DBS, Inc. can provide construction management services when the agency requires more support in monitoring the construction process.
- In the turnkey delivery method (installed), the OMNIA/Region 4 agency contracts directly with Garland/DBS, Inc. for total project delivery. Your local Garland representative will recommend and periodically monitor the quality of the roof installation on behalf of the agency. In addition, a project manager oversees and manages the entire contract and construction process to ensure seamless delivery.

Leak Response Program

The Garland/DBS, Inc. Leak Response Program pre-establishes time and material rates, a not-to-exceed limit for an individual repair, and a seamless system for issuing work orders and delivery of services. For normal priority work orders, service is guaranteed in 24 to 48 hours; in emergency situations, turnaround can be as short as 2 to 4 hours. This unique service is free to set up, with no obligation to use – providing agency Customers with the products and services they need, as they need them. Alerts can be sent by the Customer electronically via email, or through our online database.

When a leak cannot be permanently stopped within the pre-established not-to-exceed limit, the contractor implements a temporary repair and confirms to the Customer that the repair is a temporary one. The Dry Zone database manager coordinates with the local Garland field representative for a follow-up site visit and roof inspection. The local Garland field representative performs an inspection and gathers all of the assessment data. A RAMP report is created with documentation of the existing conditions, a listing of previously performed repairs, and recommended solution options for the future course of action, including budgets. Once provided with the proper authorization, the local Garland field representative works with the Garland/DBS project manager to provide a proposal for the chosen solution option.

Emergency Disaster Relief

As an extension of our core competency in complex roofing projects, Garland/DBS, Inc. also offers emergency disaster relief services in cooperation with the Federal Emergency Management Agency (FEMA) and local initiatives such as the Florida Emergency Supplier Network.

Our fully self-contained Mobile Command Center, manned by an experienced emergency response team, is equipped with satellite and intelligent communications systems to provide timely disaster relief services including damage assessment and emergency temporary dry-in; permanent roof repair and/or replacement; and long-term preventive maintenance.

In addition to complete roofing-related disaster relief services, we offer emergency:

- Exterior building repair
- Window opening repair
- HVAC and mechanical repair
- Site clean-up and debris removal

Garland/DBS, Inc. has developed a Storm Zone initiative that identifies a best-value process empowering and enabling Customers to minimize expense and business interruption following a storm/natural disaster. This proactive management tool builds an inventory of knowledge and a detailed action plan. This plan includes the following menu of items: Storm Tracker, Facility Analysis, Storm Ready Contractor Approval, On-Site Project Coordination, and Project Management.

ISO Classification

Garland operations align with the ISO 9001:2015 Quality Management System.

GMAX

Garland's quality assurance and communication program, (Garland Manufacturing Attention to Excellence), launched in 2016, improves the safety, quality, inventory, and efficiency of manufacturing operations at Garland's Cleveland headquarters.

CLEAR™

The CLEAR™ (Comprehensive Laboratory Effective Analysis Reporting) program operated by Garland's R&D team tests and evaluates roof core samples, improving our ability to answer questions about system types and to identify the source of performance issues.

ROOF BUILDER

A proprietary roof-builder-type app, specific to roof coatings, was introduced in 2018, to educate and assist Customers with the various solutions available for restoring their roof systems. This app helps Customers visualize a project and select specific components for the most appropriate restoration solution.

As a part of all these services, the following products will be available. Products with a icon next to the name have defined sustainable characteristics, which may include one or more of the following attributes: recycled content, low-to-zero VOC, bio-based content, low odor, high UV reflectivity, energy efficiency, or third-party certifications including but not limited to LEED, Cool Roof Rating Council, or UL Environment.

ROLL GOODS (2-PLY, 3-PLY, AND 4-PLY SYSTEM COMPONENTS)

MODIFIED BITUMEN MEMBRANES

OptiMax® – Polymer-modified asphalt-based roof membrane features an innovative, patented technology designed to significantly extend roof system longevity, and is used as the waterproofing and reinforcement layer of a modified bitumen roofing system.

OptiMax FR Mineral – Polymer-modified, asphalt-based, fire-resistant roof membrane features an innovative patented technology designed to significantly extend roof system longevity, and is used as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly® – Dual-fiberglass-reinforced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly FR Mineral – Dual-fiberglass-reinforced, fire-resistant, mineral-surfaced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly Plus – Fiberglass/polyester-reinforced SBS modified bitumen membrane, which incorporates recycled materials, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly Plus FR Mineral – Fiberglass/polyester-reinforced SBS modified membrane, which incorporates recycled materials, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly E – Eco-friendly, fiberglass/polyester-reinforced SBS and SIS modified bitumen membrane, which incorporates recycled and bio-based content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly E FR Mineral – Eco-friendly, fiberglass/polyester-reinforced, fire-resistant SBS and SIS modified bitumen membrane, which incorporates recycled and bio-based content,

provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly Legacy Mineral – Eco-friendly, fiberglass/polyester-reinforced, fire-resistant SBS and SIS modified bitumen membrane, which incorporates post-consumer recycled and bio-based content, with a specialized mineral surface that is activated by sunlight to chemically bond with airborne pollution, forming a harmless and invisible nitrogen salt that washes away with rain and serves as nutrition for nearby plant life.

StressPly EUV – Fiberglass/polyester-reinforced SBS and SIS modified bitumen membrane, which incorporates recycled content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly EUV FR Mineral – Fiberglass/polyester-reinforced SBS modified membrane, which incorporates recycled content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a bright-white reflective white mineral surface.

StressPly Max – High-strength, fiberglass/polyester-reinforced SBS modified membrane, which incorporates recycled content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly Max FR Mineral – High-strength, fiberglass/polyester-reinforced, reflective mineral-surfaced SBS modified membrane, which incorporates recycled content, provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a reflective white mineral surface.

VersiPly® 40 – Dual-fiberglass-reinforced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

VersiPly 80 – Dual-fiberglass-reinforced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

VersiPly Mineral – Dual-fiberglass-reinforced, mineral-surfaced SBS modified bitumen membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly IV – Fiberglass-reinforced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly IV Mineral – Fiberglass-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly IV UV Mineral – Fiberglass-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a reflective white mineral surface

StressPly IV Plus – High-strength, fiberglass/polyester-reinforced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly IV Plus Mineral – High-strength, fiberglass/polyester-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system.

StressPly IV Plus UV Mineral – High-strength, fiberglass/polyester-reinforced, mineral-surfaced SBS modified bitumen torch-applied membrane provides long-term performance as the waterproofing and reinforcement layer of a modified bitumen roofing system, and a reflective white surface.

StressPly SA FR Mineral – Fiberglass/polyester-reinforced, self-adhering SBS modified bitumen membrane for use as the top ply in a multi-ply self-adhered roof system.

LIQUID MEMBRANES

LiquiTec™ - an extremely low odor, fluid-applied waterproofing solution designed to maintain, restore, and upgrade the performance of aged modified bitumen, metal, and single-ply roof systems. This two-component, 100 percent solids, aliphatic polyurea product cures quickly to form a highly durable, impact- and UV- resistant roof membrane that increases the life span of the existing roof.

Cool-Sil™ - bright-white monolithic siliconized rubber membrane extends the life of an existing roof while reducing landfill waste created by a full tear-off. Certified NSF 161 safe – water runoff is potable for nearby ecosystems and waterways.

Cool-Sil™ Eliminator - Silicone liquid rubber flood coat applies to gravel roof surfaces and fills gaps, creating a smooth surface ready to be coated, eliminating the substantial landfill waste created by the removal of an existing gravel roof while adding waterproofing protection to the building and extending the life of the roof.

FELTS AND BASE SHEETS

HPR® Glasfelt/Premium Glasfelt – Asphalt-saturated fiberglass felt (ASTM D 2178 Type IV and VI)

HPR Glasbase/Premium Glasbase – Heavy-duty double-coated fiberglass base sheet (ASTM 4601 Type II)

HPR SA FR Base Sheet - Self-adhering, fiberglass-reinforced SBS modified base sheet for use as the initial underlayment in a modified bitumen roofing system.

HPR Torch Base – Torch-applied base sheet for use as the underlayment for any of Garland's torch-applied roof systems.

HPR Tri-Base Premium – Triple-reinforced SBS modified base sheet is designed for use as the initial underlayment for Garland's high-performance roofing systems or as a base flashing ply for hot- and cold-applied roof systems.

FlexBase® (80) – Fiberglass-reinforced SBS modified bitumen base sheet for use as the initial ply of a modified bitumen roofing system.

FlexBase Plus (80) – Dual-reinforced SBS modified bitumen membrane for use as the initial ply of a modified bitumen roofing system.

FlexBase E (80) – Dual-reinforced SBS modified bitumen membrane for use as the initial ply of a modified bitumen roofing system.

StressBase® Sheets (80 & 120) – Fiberglass-reinforced SBS modified bitumen base sheet for use as the initial ply of a modified bitumen roofing system.

POLYMERIC CAP SHEET & FLASHING

KEE-Stone® HP – High-performance, extremely-reflective gloss white, reinforced DuPont® Elvaloy® Ketone Ethylene Ester (KEE) based membrane with polyester-based fleece back for increased adhesion over various substrates. Exceeds ASTM 6754 standards, and includes additional fire retardant characteristics.

KEE-Stone® FB 60 – Highly reflective white, reinforced DuPont® Elvaloy® Ketone Ethylene Ester (KEE) based membrane with polyester-based fleece back for increased adhesion over various substrates.

KEE-Stone® FB 60 Flashing – Two-ply, fully-adhered thermoplastic, and asphalt-modified flashing system. KEE-Stone FB 60 Flashing is a 60 mil thermoplastic KEE (Ketone Ethylene Ester) membrane designed for use as the cap sheet in a two-ply flashing system with a Garland-approved base sheet.

UNDERLAYMENTS

VaporSmart™ SA - UV-protected top surface can be exposed to the elements for up to 180 days, serving as a temporary roof, with aggressive adhesion to multiple substrates and self-healing properties that accommodate the use of fasteners. Creates a strong air barrier and vapor retarder that can improve indoor air quality and indoor thermal comfort.

HPR Aqua-Shield – Fiberglass-reinforced, self-adhering modified base sheet for use as the initial underlayment in a variety of steep-slope roofing applications, including shingle, tile, and slate roofs.

HydroShell® SA 60 – Self-adhering air, vapor and water barrier membrane engineered for vertical air, vapor, and water barrier applications where the membrane is protected from long-term UV exposure.

R-Mer® Seal – Self-adhering, high-temp metal roofing underlayment and vapor barrier that forms a flexible, watertight seal under metal roof systems even in high-temperature roof conditions.

REINFORCING FABRICS

GarMesh® – SBR-coated non-woven fiberglass reinforcement fabric for use in making common roof repairs.

Grip Polyester – Polyester reinforcement for use with cold applications over metal and smooth single ply, BUR, and modified bitumen roofs

HPR Polyscrim – Polyester reinforcement for use with hot applications over BUR or modified bitumen roofs.

Ulti-Mat® – Non-woven fiberglass reinforcement for use with White-Knight®/White-Stallion® coating systems.

UniBond ST™ – Fatigue-resistant, self-priming tape seals and reinforces seams and penetrations on metal and single-ply roof systems; designed for use on a variety of properly prepared surfaces, including EPDM, TPO, Hypalon, aged PVC, CPE, metal roofs, brick, concrete, and masonry.

COATINGS & MASTICS

FLOOD AND GRAVEL COATINGS

Green-Lock® Plus White - When used as a flood coat with white marble aggregate, low-VOC, bio-based adhesive creates a UV-reflective surface that improves a building's energy efficiency while creating a leak-free environment.

Black-Knight®/Black-Stallion® Cold – Coal-tar-based, cold process roofing adhesive for use as the interply adhesive in a cold-applied coal tar roofing system and can also be used as the flood coat for asphalt and coal-tar-based roof systems.

WeatherScreen™ – Asphalt-based, fiber-reinforced, fire-rated, cold-applied asphalt flood coat restores existing asphalt roof systems or provides a premium flood coat for new roof systems.

SMOOTH & MINERAL COATINGS

White-Knight/White-Stallion Plus – A single-component aliphatic urethane liquid waterproofing membrane for use on single plies, metal, and smooth/mineral modified membranes.

White-Knight/White-Stallion Plus WC – A low-VOC, single-component aliphatic urethane liquid waterproofing membrane for use on single plies, metal, and smooth/mineral modified membranes.

White-Star – White polyurea flood coat adhesive maintains, restores, and upgrades the performance of new and existing smooth and mineral roof systems.

Energizer® K Plus FR – Multi-purpose, fire-resistant, DuPont KEVLAR® -reinforced liquid waterproofing membrane restores and upgrades the surfacing component of a smooth-surfaced SBS, APP, and built-up roofing system.

Energizer LO – Multi-purpose, asphaltic polyurethane-based, low-odor liquid waterproofing membrane restores smooth- and mineral-surfaced SBS, APP, and built-up roof systems.

Energizer BK – Polymer-modified, asphalt/coal tar-blend, cold-applied coating restores and upgrades existing smooth and mineral roof systems.

Garla-Shield® – Water-based, low-odor, asphaltic emulsion restoration coating utilizing fibers for added strength; designed to restore asphaltic smooth- or mineral-surfaced modified bitumen roofs.

Revitalizer™ – Cold-process, low-odor, asphaltic, liquid waterproofing membrane can provide an additional 10 years of protection to asphaltic smooth or mineral modified bitumen and

smooth built-up roofs; strongly adheres to older roof surfaces and will not blister like other rubberized coatings.

COLD-APPLIED ADHESIVES

Weatherking® / Weatherking Plus WC – Cold-process asphalt-modified interply adhesive for use with asphalt base sheets and modified ply sheets to form a cold-process roof system.

Green-Lock® Membrane Adhesive – Polyether-based, cold-applied, zero-VOC membrane adhesive for use in the construction of cold process 2-Ply roofing systems (not compatible with Glasbase, Tri-Base, and Type II base sheets). Certified bio-based by the US Department of Agriculture.

Insul-Lock® HR – Low-odor, foamable roof insulation adhesive designed to bond approved roof insulations to a building's roof deck, base sheets, and/or a variety of roofing systems.

KEE-Lock™ Foam – High-performance, solvent-free foam adhesive engineered to fully adhere to Garland's KEE-Stone roof system.

HOT-APPLIED ADHESIVES

Black-Knight/Black-Stallion LV – Hot-applied, polymer-modified coal tar adhesive used as the interply or flood coat in built-up, modified coal tar, and Millennium roof systems.

Garlastic® KM Plus – Hot-applied, rubberized asphalt adhesive functions as the interply adhesive in a wide variety of multi-ply built-up roofing systems.

HPR All-Temp Asphalt – High-grade waterproofing bitumen for use as the bonding and waterproofing bitumen for Garland's HPR® systems.

ROOF CEMENTS & MASTICS

Black-Knight/Black-Stallion – Quick-drying, polymer-modified coal tar mastic for use to repair coal tar roofing systems as well as to install flashings in a Millennium system.

CPR™ Seam Sealer BG & TG – Synthetic-liquid-rubber, solvent-based restoration coating bridges gaps in metal roofs, walls, and problem areas such as gutters, expansion joints, etc.; available in brush grade (BG) and trowel grade (TG).

Garla-Flex® – Elastomeric asphaltic mastic is formulated from a special weather- and ozone-resistant thermoplastic rubber for use in sealing roof joints and other construction details that are subject to considerable movement (also available in cartridges).

Green-Lock Flashing Adhesive – Cold-applied zero-VOC flashing adhesive bonds the flashing system together, and holds it securely to the wall, the flashing, and the underlying roof system.

Flashing Bond®/Flashing Bond WG – Cold-applied asphalt-based mastic for use in patching and leak repair on asphalt roofing systems. The WG (Winter Grade) version is for cold weather applications.

KEE-Lock Mastic – White, cold-applied, solvent-free, fast-curing, trowel-grade flashing mastic designed to seal the base edge of KEE-Stone FB 60 Flashing where it ties into the field of an SBS-modified membrane roof system.

Silver-Flash® – Cold-applied, asphalt-based, one-step aluminum mastic for use on the vertical and horizontal surfaces of asphalt roof systems.

Tuff-Flash™ – Multi-purpose, asphaltic polyurethane-based, low-odor, zero-VOC liquid flashing membrane, which, when combined with Grip Polyester Firm creates a watertight liquid flashing membrane.

Tuff-Flash Plus LO – Multi-purpose, two-part, asphaltic polyurethane-based, low-odor, liquid flashing membrane designed to create a watertight flashing on tough roofing details that are difficult to seal with a typical modified membrane.

Weatherking Flashing Adhesive – Cold-process modified flashing adhesive for use in conjunction with cold-applied Weatherking systems to adhere flashings.

Wet-Cote™ – Emergency liquid waterproofing repair material repairs roof leaks during wet weather and is ideal in situations where the leak source cannot be readily identified.

PRIMERS, PAINTS & REFLECTIVE COATINGS

Pro-Stop™ FR - Low-VOC intumescent wood coating that, when applied to wood decking or wood componentry in a roofing assembly, adds Class III Vapor Retardancy and slows the spread of fire by swelling when exposed to flame or extreme heat, creating a “char-barrier” that protects the wood substrate.

Pyramic® – White, non-toxic acrylic coating preserves asphaltic or modified bitumen surfaces and significantly reduces temperatures under the rooftop to create a more comfortable, energy-efficient environment.

Pyramic Base Coat – Gray-tinted acrylic coating used as a base coat underneath Pyramic topcoat; improves the application surface for reflective topcoats and allows the applicator to see

where the base and finish coats have been applied, providing a fail-safe method for ensuring proper coverage.

Pyramic Plus LO – Bright white, water-based, acrylic-urethane roof coating designed to preserve asphaltic modified bitumen surfaces from UV degradation and lower temperatures on the roof surface; contains uniquely formulated biocides that minimize the growth of micro-organisms including bacteria, fungi, and algae on the surface of the coating.

Pyramic Plus LO Base Coat – Gray-tinted, water-based, acrylic-urethane roof coating designed to be used as a base coat underneath Pyramic topcoat; improves the application surface for reflective topcoats and allows the applicator to see where the base and finish coats have been applied, providing a fail-safe method for ensuring proper coverage.

Solex® – Premium Kynar Aquatec® -based white roof coating preserves asphaltic roof surfaces and reduces temperatures under the rooftop to create a more comfortable, energy-efficient environment.

Silver-Shield® – Asphalt-based fibered aluminum coating combines the waterproofing capabilities of an asphalt roof coating with the reflectivity of aluminum paint.

Garla-Brite® – Asphalt-based ENERGY STAR® qualified aluminum roof paint preserves and beautifies existing and new roof systems while providing a reflective coating.

Garla-Prime™ – Quick-drying asphalt-based roof primer saturates existing felts to form a tough elastic bonding surface for asphaltic coatings; for use in priming metal, masonry surfaces, and bare concrete roof decks.

Garla-Prime VOC – Asphaltic, low-VOC alternative to Garla-Prime acts as a bonding agent for surfaces that can be difficult to adhere to; for use in priming metal, masonry surfaces and bare concrete roof decks.

CPR Coating System – Cold-process synthetic rubber coating system for metal roofs. System includes a base coat, brush- or trowel-grade sealer, and a white topcoat.

Rust-Go Primer – Quick-drying rust-inhibitive primer for use as the base primer for Rust-Go Topcoats.

Rust-Go VOC Topcoat – Environmentally friendly, industrial maintenance coating is designed to protect metal surfaces by keeping them from rusting and breaking down.

White-Knight/White-Stallion Metal Primer – Single-component aromatic urethane moisture curing primer for use on properly prepared metal surfaces.

Insul-Lock® HR Universal Primer – Water-based, VOC-compliant primer for use with Insul-Lock HR over smooth, mineral and gravel surfaced built up roofs; ensures a long-lasting flexible bond between the existing roof surface and new insulation.

Black-Knight Primer – Coal-tar based primer provides maximum surface adhesion to Garland's Black-Knight coal tar products; can also be used to increase adhesion to metal, concrete, and masonry.

Eco-Seal Primer – Hybrid-acrylic joint-sealant primer specifically formulated to enhance the performance of Garland's Tuff-Stuff MS and Green-Lock Sealant XL as well as powdery masonry substrates such as brick, block, stucco and EIFS; quick-drying, environmentally friendly and easily applied with a roller, brush, or pump sprayer.

Garla-Block™ Primer – Low-VOC, odor-free, bleed-blocking, water-based acrylic primer enhances adhesion while preventing stains and discoloration of reflective coatings caused by asphalt and coal tar roof systems.

SA Primer™ – Emulsion-based primer used to improve the adhesion of Garland's self-adhering modified membrane; ideal for use on modified bitumen surfaces as well as cinder block, concrete, OSB, plywood, DensGlass Gold® , Securock® , DensDeck® Prime and prepped metal surfaces.

Revitalizer Metal – Asphalt-based roof coating modified with polymers and corrosion inhibitors designed to form a waterproofing and rustproofing system for through-fastened metal roofs; cures to a smooth, rubbery finish that resists cracking and sagging.

MASONRY COATINGS AND SEALANTS

B-Clean™ – Non-toxic, heavy-duty formula designed to clean, brighten, and restore concrete, brick, stone, aggregate and block surfaces; formulated to remove deposits such as efflorescence, stains, mineral deposits, discoloration, and other contaminants that impact the surface of a substrate.

Fill-Lock SL – Self-leveling polyurethane-hybrid concrete repair material for cracks and spalls on concrete floors, parking structures and bridges.

Fill-Lock TG – Trowel-grade bonding and repair adhesive formulated with high-performance epoxy; this fast-curing, multi-purpose material can be used as an adhesive and a patch material.

Gar-Rock® – Fast-setting, concrete patching material for filling the bottom of pitch pans to receive the pourable filler; can be used in below freezing temperatures and sets in 15 minutes.

Glass Cant – Glass cant strip provides a gradual transition for the base flashing and roof membrane from horizontal to vertical surfaces; minimizes potential fire hazards and will not shrink, warp, or buckle.

Seal-A-Pore™ – Silicone dampproofing solution eliminates moisture penetration from exterior, above-grade masonry surfaces.

Seal-A-Pore WB – Water-based dampproofing solution eliminates moisture penetration from exterior above-grade masonry surfaces.

Tuff-Coat™/Tuff-Coat Aggregate – Heavy-bodied, ready-to-use emulsified acrylic architectural wall coating dampproofs and beautifies all types of exterior and interior masonry surfaces such as concrete, stucco, brick, and exterior insulation and finishing systems (EIFS).

All-Sil™ – High-performance, single-component silicone sealant provides strong adhesion to common building materials including PVC, concrete, coated metals, and glass.

Green-Lock Structural Adhesive (cartridge) – Zero-VOC polyether adhesive for difficult bonding and sealing applications throughout the building envelope.

Green-Lock Sealant XL (20 oz. sausage) – Single-component high-performance 100 percent solids, interior or exterior polyether joint sealant for difficult sealing applications. Bonds tenaciously to asphalt-modified bitumen sheets, concrete, metal (including DuPont Kynar-coated metal), glass, PVC, and EPDM membranes.

Tuff-Stuff® MS (cartridge) – Moisture-curing, single-component, non-sag adhesive sealant contains no solvents and when cured offers the performance of a two-part sealant with the ease of one-part installation.

Seal-Tite™ – Pourable, self-leveling, two-component, 100% solids urethane sealant provides a durable, waterproof seal around pitch pans.

Sunburst™ – Highly reflective minerals designed to reduce rooftop temperatures and enhance energy efficiency.

METALS

ROOFS

R-Mer® Shield structural standing seam roof system – A symmetric profile containing mesas throughout the panel to minimize "oil canning." The 2-1/16" high vertical seam makes R-Mer Shield both aesthetically pleasing as well as the ideal roof system to withstand the most severe weather conditions. The extruded-aluminum, one-piece clip allows for unlimited expansion and contraction; the extruded-aluminum top rail provides unrivaled wind uplift performance. R-Mer Shield can be used on slopes down to 1/4" per foot for both retrofit and/or new construction. R-Mer Shield is manufactured in 12-3/4", 16-3/4", 18-3/4" or 24-3/4" widths. It is available in 24-, 22- and 20-gauge steel, 0.032", 0.040" and 0.050" aluminum, 16 oz. and 20 oz. copper, 24-, 22- and 20-gauge stainless steel and 0.7mm, 0.8mm and 1.0mm zinc. R-Mer Shield is also available in 16 standard colors as well as a variety of designer and premium colors.

R-Mer Span structural standing seam roof system – A unique profile containing mesas throughout the panel to minimize "oil canning". The 2-3/8" high vertical seam makes R-Mer Span both aesthetically pleasing as well as the ideal roof system to withstand the most severe weather conditions. The heavy-duty, 16-gauge steel, one-piece clip allows for unlimited expansion and contraction. R-Mer Span can be used on slopes down to 1/4" per foot for both retrofit and/or new construction. R-Mer Span is manufactured in 12", 16" or 18" widths. It is available 24-, 22- and 20-gauge steel, 0.032", 0.040" and 0.050" aluminum, 16 oz. and 20 oz. copper, 24-, 22- and 20-gauge stainless steel and 0.7mm, 0.8mm and 1.0mm zinc. R-Mer Span is also available in 16 standard colors as well as a variety of designer and premium colors.

R-Mer Loc architectural/structural standing seam roof system – The 1-3/4" high vertical seam combined with the strength of R-Mer Loc's 18-gauge one-piece clip, make this an ideal choice whenever considering, re-roof applications, mansards and/or new construction. R-Mer Loc can be used on slopes as low as 1-½" per foot when installed over a solid substrate, and 3" per foot when installed over open purlins. R-Mer Loc is manufactured in 12", 16" or 18" widths. It is available in 24- or 22-gauge steel, 0.032" or 0.040" aluminum. R-Mer Loc is also available in 16 standard colors as well as a variety of designer and premium colors.

R-Mer Lite II insulated steel roof system – Accommodate slopes down to 1/2" per foot and is adaptable to a wide range of building configurations. Using a white ENERGY STAR® qualified, siliconized, modified-polyester paint system and 30-gauge Galvalume® steel panels, R-Mer Lite II is both light weight, weighing in around one pound per square foot, and resistant to severe weather conditions. Panels are fastened to tough 22-gauge Galvalume steel hat channels, restraining all thermal movement in the seam with the stabilizing compression bar to avoid thermal bridging. Large panel sizes help keep thermal movement away from the seams, and make installation fast and easy. R-Mer Lite II is ideal for both retrofit and new construction projects.

WALLS

R-Mer Wall-Pan system – Engineered for strength and longevity and designed for the beauty of smooth consistency, this system is custom-formed by talented metal craftsmen to suit the unique design and performance requirements of each and every project. R-Mer Wall Pan is manufactured in a standard 12" width and 1.5” depth. It is available in 24- or 22-gauge steel, 0.032" or 0.040" aluminum. R-Mer Wall Pan is also available in 16 standard colors as well as a variety of designer and premium colors.

R-Mer Lite panelized wall covering system – A high-gloss, white, factory-painted, Galvalume steel wall covering system with a tridimensional movement-absorbing design and a unique interlocking panel seaming mechanism. This wall covering system is engineered to be securely anchored to a Galvalume steel hat channel after prior engagement of the S-locked hemmed side.

R-Mer Soffit panels – For use in reducing negative uplift pressures experienced by roofs due to open overhangs, these panels are available in both solid and vented profiles up to 12' in length. R-Mer Soffit can fill the most demanding needs. Our .032 aluminum soffit is available in 16 standard Garland colors. R-Mer Soffit is also available in Regal White, .025 Aluminum.

ACCESSORIES

R-Mer Force – ANSI/SPRI ES-1-compliant flashless edge metal system engineered to save time and materials by solidly anchoring to exterior walls, eliminating the need for flashing plies. Fascia cover pieces easily snap onto installed extruded aluminum base anchors. Compression seals provide perfect tensioning for a flawless look that protects the roof and accentuates the building's facade. R-Mer Force fascia covers are available in 24- or 22-gauge steel and 0.040" or 0.050" aluminum. R-Mer Force fascia covers are also available in 16 standard colors, as well as an array of designer and premium color options, including the Vintage Stone Collection and the R-Mer Last 3-Coat Paint System.

R-Mer Edge Snap-On Fascia – This ANSI SPRI ES-1-compliant premium metal fascia product protects the vulnerable conditions around the perimeter of low-slope roofing. Along with superior protection performance, this product offers an architecturally pleasing fascia system that will enhance the appearance of any building. R-Mer Edge Snap-On Fascia is available in 24 or 22-gauge steel and 0.040" or 0.050" sheet aluminum. R-Mer Edge Snap-On Fascia is also available in 16 standard colors as well as mill finish and clear anodized.

R-Mer Edge Coping – This ANSI SPRI ES-1-compliant premium metal coping protects the vulnerable conditions around a roof perimeter. R-Mer Edge Coping features a snap-on cap with no exposed fasteners. It is available in 24 or 22-gauge steel and 0.040", 0.050" and 0.063" aluminum. R-Mer Edge Coping is also available in 16 standard colors as well as mill finish and clear anodized.

R-Mer SS Sheet Stock – A high-gloss, factory-painted, steel component for use in fabricating multiple accessories. The Sheet Stock is G-90 galvanized steel, aluminum, copper, zinc, mill-finished aluminum, non-painted bare Galvalume-coated steel with a clear acrylic finish or stainless steel. The base metal may be coated on both sides with an epoxy primer and on the weathering surface with either a fluorocarbon or siliconized modified polyester. R-Mer SS Sheet Stock is also available in 16 standard colors, as well as a variety of designer and premium colors and the R-Mer Last 3-Coat Paint System.

Garland Vented Hat Channel – Specifically designed to provide secure attachment of an exterior cladding system, while providing the critical ventilation/drainage cavity required by a high-performance rainscreen or cold-roof design. This 18-gauge G-90 galvanized steel or T304 stainless steel framing component provides a strong structural support for rainscreen systems; when installed over continuous insulation, it results in minimal thermal bridging.

R-Mer Ply roof termination/flashing system – Features a significant technological advancement for the watertight integration of field roof membranes and the various flashings joined at the perimeter of most types of roofing systems. Whether the specific architectural detail requires use of base flashing/counterflashing, metal edge, expansion joint design, or custom roof termination devices, the R-Mer Ply system offers a completely unitized, factory-assembled solution in a standardized design.

Snow Guard – Heavy-duty aluminum accessory protects against the dangerous movement of frozen precipitation on a sloped roof; manufactured from aircraft-grade aluminum to provide maximum protection and can be painted to match the roof.

S-5!™ Snow Retention System – Snow retention system uses clamps to grip the metal seam, eliminating penetrations and lessening the possibility of leakage. S-5! snow retention system is compatible with Garland's R-Mer Span and R-Mer Loc metal panel systems and meets the severe requirements of the harshest snow loading.

EXTERIOR WATERPROOFING

Dura-Walk® Systems (Plaza Deck Waterproofing) – A family of single-component, polyurethane, liquid-applied waterproofing membranes designed to protect vehicular, between-layer, and pedestrian plaza deck systems from the elements while improving their aesthetic value. All Dura-Walk systems create a monolithic, waterproof membrane that can be customized to meet specific application requirements.

Appendix D, Exhibit A.3.2.B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Nationwide Distribution

Garland/DBS, Inc. has a thirteen-year track record of providing Omnia Partners Participating Public Agencies a full spectrum of roofing materials, installation, and support services from a single, reliable source. Garland/DBS, Inc. offers the financial stability and full-service accountability of an organization that has built its reputation on developing and sustaining long-term customer relationships. No distributors are used.

The successful sales model we have been using with Participating Public Agencies works like this:

1. Our locally based field representatives (territory managers) explain the benefits of cooperative purchasing contracts to all existing and prospective non-federal public sector agencies during the sales process, facilitating their registration as appropriate.
2. All orders are placed through our field representatives, who identify customers as Participating Public Agencies at the time of order placement.
3. For both material-only and turnkey sales, the field representative remains the Participating Public Agency's primary point of contact, coordinating any necessary support services as required and ensuring trouble-free and seamless delivery of a finished project.

Whenever a new product or service is introduced, a related news release is distributed to the OMNIA marketing team at the same time it is released to the public. These new products are formally made available to Participating Public Agencies as soon as they have been included in our revised price list. However, in practice, our reps typically offer new products and services to Participating Public Agency customers as soon as they become available for ordering, i.e., within two working days of their formal release to our U.S. sales force. The pricing offered on new products and services to Participating Public Agencies through the Master Agreement will always be the lowest pricing available.

Garland DBS has the ability to work in all U.S States (except Alaska) including US Territories and Outlying areas. We have experienced sales professionals across the US to serve all participating members. Garland products and services are available in all US States, US territories and Outlying areas. (Some product restrictions apply based on local regulatory laws, in the case a product cannot be sold , a compliant version is available).

Design-Build Solutions, Inc. – Turnkey Construction Services

Design-Build Solutions, Inc. was founded in direct response to customer demands for on-time, within-budget delivery of installed roof systems from a single reliable source. Whenever a Participating Public Agency contracts with Garland/DBS, Inc. for exterior building system installation services, we provide all labor, supervision, materials, equipment, tools, transport, supplies and installation services necessary to complete the project with Design-Build Solutions, Inc.

Design-Build Solutions, Inc. contributes its expertise to turnkey projects as summarized below:

- Design-Build Solutions, Inc. provides all services required to incorporate as many of the Participating Public Agency's wants, needs, and desires as possible into the required schedule and established budget for the project. The Participating Public Agency will provide direction to Design-Build Solutions, Inc. throughout the process, but it remains our responsibility to present all the information necessary for submitting pricing that will provide a complete roof system project design and installation to the Participating Public Agency's approval. If the Participating Public Agency prefers Design-Build Solutions, Inc. to have design responsibility, and is authorized by statute to contract for a design-build project or an integrated project delivery, then Garland/DBS, Inc. can provide full design documents as part of our delivery.

- Throughout construction, Design-Build Solutions, Inc. provides professional project management to minimize the Participating Public Agency's time and resource requirements in managing the roof system installation. Our goal is to meet or exceed all Participating Public Agency expectations in the delivery of high-quality installations within the performance times and budgets established during our initial project meetings.

- Design-Build Solutions, Inc. incorporates our operational framework of standardized documents and procedures to meticulously communicate, document, and stimulate the project flow in the required manner from pre-award to completion and close-out.

When Omnia Partners Participating Public Agencies request JOC projects, the local Garland field representative coordinates the involvement of the Design-Build Solutions, Inc. team in providing seamless total project delivery. A trusted and secure relationship with a locally based Garland representative remains the focal point for all Participating Public Agency contact with the Garland organization. Garland field representatives coordinate all meetings between Participating Public Agency representatives and their Design-Build Solutions, Inc. team, throughout the design and installation process, helping to develop material specifications to meet explicit performance, pricing, and scheduling objectives.

Support Service Departments

Garland/DBS Engineering Services, Customer Service, and Marketing support for the proposed Master Agreement are located at our corporate headquarters in Cleveland, OH. These departments work directly with our field representatives to manage scheduling and deliveries. Building envelope materials provided through other Garland subsidiaries are accessed directly and seamlessly through Garland/DBS, Inc.

Logistics Management

Over the past few years, the logistics industry has faced disruptions and labor shortages. To stay ahead of a quickly changing market, Garland/DBS, Inc. developed an internal Logistics Department managed by a highly qualified and experienced logistics expert to focus on forecasting inventory needs, reducing redundancies within Garland's supply chain, reducing costs within the supply chain, and providing low-cost, reliable delivery services to customers.

Since the development of the Logistics Department, Garland has seen a reduction in the handling of products, improved its on-time delivery performance, and increased visibility of the material while in transit, thanks to a more agile and flexible approach to the procurement of freight services. Garland uses a strategic mix of logistics providers to gain access to equipment across the country anytime it may be needed. Garland's Logistics Department also uses cutting-edge transportation management tools and technologies to help select the best method of shipping and to stay up to date on the delivery process.

Use of the Garland freight program is not mandatory. However, we do recommend that our Participating Public Agency customers take advantage of the reduced costs and ready equipment availability of Garland-managed delivery services. Garland's Logistics Department will work hand in hand with contractors to ensure all customer requirements are understood and every shipment arrives on schedule. Freight charges are passed along directly to our customers and billed at the time of invoice.

Appendix D, Exhibit A.3.2.C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All sales are direct through Garland/DBS, Inc. and all orders are placed through our Cleveland corporate headquarters.

Appendix D, Exhibit A.3.2.D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Entities Facilitating Nationwide Distribution

Garland/DBS, Inc. – Total Project Delivery

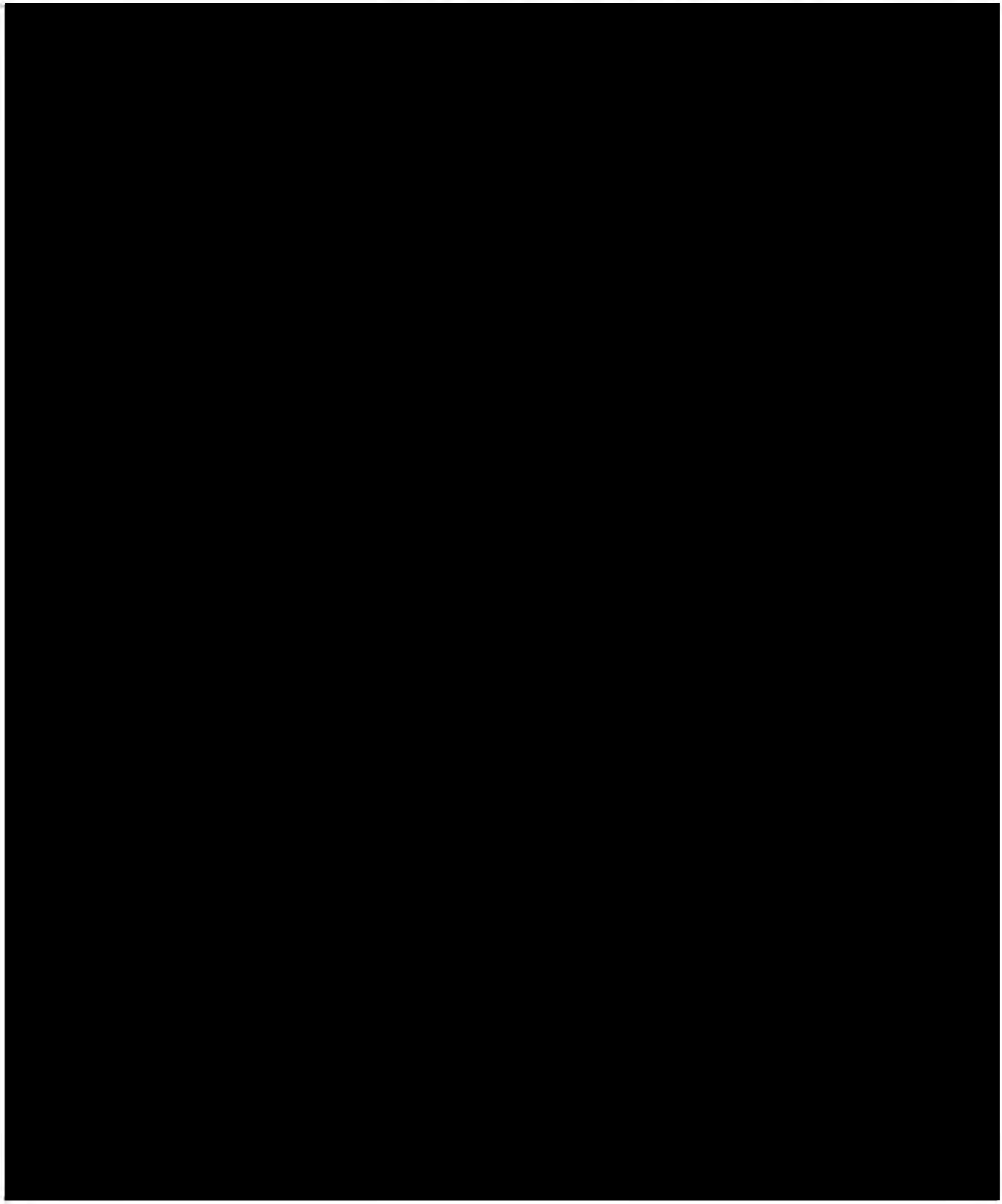
In addition to The Garland Company, Inc. and Design-Build Solutions, Inc. involvement in facilitating nationwide distribution, the Garland Industries, Inc. subsidiaries may also be involved. All warehousing and distribution activities take place at either wholly owned subsidiary locations or via a contractual arrangement with a single third party provider. All locations are managed by Garland's Logistics Department, meaning there is no distribution of product or materials without Garland's involvement. Any distribution that occurs from these locations is initiated by the coordination of shipments that are brokered and procured through Garland's Logistics Department.

The streamlined distribution model Garland/DBS, Inc. is currently using to fulfill our existing OMNIA contract obligations will continue, should we be awarded this contract. From the perspective of each Participating Public Agency, there is one, locally based point of contact responsible for facilitating every aspect of project delivery – a dedicated, employee-owner territory manager.

With the growth and success of the previous and current Garland/DBS, Inc. OMNIA Partners Master Agreements, it is evident the Participating Public Agencies have appreciated a delivery process devised specifically to eliminate liability concerns and the frustrations associated with cost overruns, scheduling delays, the substitution of inferior materials, and the restrictive limitations of low-bid purchasing. With Garland/DBS, Inc. as their continued partner in performance, we will continue to be 100 percent accountable for all outcomes including:

- Materials
- Subcontractor Selection
- Specified Project Performance
- Guaranteed Pricing
- On-Time Delivery

Appendix D, Exhibit A.3.2.E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.



Garland's "upside-down" organizational chart has the customer at the top, followed by our sales representatives. This codifies our 200 territory managers as our sole go-to-market strategy, leveraging our proven and proprietary 12-step approach. Thanks to this level of clarity and focus, we have developed a robust and detailed process for communicating new programs and opportunities to our sales team that aligns with the requirements of OMNIA Partners and Region 4.

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Appendix D, Exhibit A.3.3.C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Garland/DBS, Inc. does not currently hold any cooperative contracts for JOC based services, although we do perform some JOC work through our existing OMNIA contract for Roofing Supplies and Services, Waterproofing and Related Products and Services. As such, if we are awarded the Region 4 / OMNIA contract, this contract will be our primary best-value offering to non-federal public agency customers. As a supplier of high-performance solutions designed to last 40 years or more, we serve public agency customers of every size, many of whom require roofing work infrequently. Having a JOC contract available to offer to customers will allow us to complete this type of work more quickly and smoothly. Instead of transitioning customers from another contract, we look forward to using this new contract vehicle as a way to increase the amount of work we complete with our existing customer base. This will be the primary driver of sales at the beginning of the contract term.

Should we be awarded the Region 4 / OMNIA contract, we will educate our salesforce about and encourage them to promote this new offering at every meeting they hold with an existing or new customer. We will provide our sales force with a full suite of marketing tools designed to introduce the program to both new and existing customers.

Appendix D, Exhibit A.3.3.D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing

communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

The Garland logo tells the story of our Company history. It begins with the simple phrase “since 1895” below the blue box, which notes the year that Jacob Wise formed The Garland Refining Company in Cleveland, Ohio. The viewer may notice that the orange capital “G” in the logo is divided by 8 horizontal lines. These lines represent the eight members of what we refer to as “the Core Group,” the team of salespeople who purchased Garland from the Wise family in 1974, and who converted the Company to an ESOP ten years later, achieving 100% employee ownership in 2004. The bold capital “G” and wordtype “GARLAND” have been a part of our branding in various forms for over a century.

We are proud and honored to share this asset, along with our detailed brand usage guide, with OMNIA Partners, and agree to permit reproduction of the logo in marketing materials. In recognition of the value of the OMNIA Partners brand, we all will request permission for reproduction of your logo as well and agree to collaborate with the OMNIA Partners marketing team on the development of co-branded materials.

Appendix D, Exhibit A.3.3.E. Confirm Supplier will be proactive in direct sales of Supplier’s goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier’s sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Garland’s greatest asset is our over 200 locally-based, highly-trained Territory Managers. These field representatives support exclusive geographic territories, and are active participants in the communities they serve. Our tagline “Partners for the Life of Your Building™” is authentic only by building trusting, mutually beneficial relationships with our customers. Like all buildings, the strongest part of that built relationship is the cornerstone, which is the first impression that Garland can make on a prospect. As a result, proactive outreach to prospects and timely followup to interested leads is core to our sales-led culture. Garland has made significant investments in digital tools and automation to get online inquiries and leads to our sales reps even faster. Typically, inquiries receive a direct followup from their local Territory Manager within 1-2 business days.

Our proactive sales efforts are aided by close collaboration with the OMNIA Partners inside and outside sales teams. Using the OMNIA Connect platform, Garland reps are actively prospecting based on OMNIA Partners contract utilization, tenure as an OMNIA Partners member, and additional criteria. At the same time, our contracts team is working closely with the OMNIA Partners inside sales team in Nashville to identify public agencies with potential building envelope needs through their daily conversations with OMNIA Partners members.

We commit that as part of our communications with OMNIA Partners members, our sales initiatives include the following messaging:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

Appendix D, Exhibit A.3.3.F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

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[redacted]

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Appendix D, Exhibit A.3.3.G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

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i. Executive Support

Matt McDermott
President, U.S. Roofing Division
(216) 430-3543
mmcdermott@garlandind.com

ii. Marketing

Steven Lane
Director of Marketing
(216) 430-3529
slane@garlandind.com

iii. Sales

Sean Mulligan
Vice President of Sales, West
(925) 818-3939
smulligan@garlandind.com

Adrian Stitts
Vice President of Sales, East
(423) 718-4496
astitts@garlandind.com

iv. Sales Support

Jeff Muranko
Director of Customer Service
(216) 430-3685
jmuranko@garlandind.com

v. Financial Reporting

Scott Sibits
Controller
(216) 430-3656
ssibits@garlandind.com

vi. Accounts Payable

Chris Schaefer
Accounting Manager
(216) 430-3554
cschaefer@garlandind.com

vii. Contracts

Jordan Trimble
Director of Strategic Programs
(216) 4300-3534
jtrimble@garlandind.com

Appendix D, Exhibit A.3.3.H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Garland/DBS, Inc. is currently represented by 212 Territory Managers (field sales reps) employed (W-2'ed) by Garland, with assigned geographic territories that strategically cover all 50 United States and Puerto Rico. Teams are structured into 12 geographic regions and led by a Regional Manager, who also remains closely connected to Customer needs by managing a defined territory as well. In a number of states, apprentice field representatives are now working alongside our territory managers to ensure continuity of service for our customers when retirements occur.



State	Number of Representatives	State	Number of Representatives
AL	4	MT	Northwest Regional Manager
AK	Northwest Regional Manager	NC	6
AR	1	ND	Gateway Regional Manager
AZ	3	NE	2
CA	28	NH	2
CO	3	NJ	3
CT	3	NM	1
DE	1	NV	2
FL	12	NY	8
GA	4	OH	13

HI	1	OK	2
IA	1	OR	3
ID	2	PA	21
IL	6	RI	3
IN	4	SC	4
KS	2	SD	Gateway Regional Manager
KY	5	TN	7
LA	4	TX	17
MA	4	UT	2
MD	5	VA	4
ME	1	VT	1
MI	5	WA	6
MN	4	WV	1
MO	4	WI	4
MS	1	WY	Northwest Regional Manager

Appendix D, Exhibit A.3.3.I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

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Appendix D, Exhibit A.3.3.J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

[redacted]



Appendix D, Exhibit A.3.3.K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Order Processing Capacity & Forms

EDI Capabilities

Garland/DBS, Inc. is EDI capable of sending or receiving any ANSI, ASC X12 transactions, leveraging our enterprise ERP system (Sage X3) with TrueCommerce EDI (of Wexford, PA) and the TrueCommerce network (TC.Net). Should a Participating Public Agency require the use of EDI, our EDI provider will work directly with the agency's EDI administrator to properly map all data and transactions for paperless processing.

The True Commerce full-service, web-based, EDI solution offers point-and-click functionality with little or no training. TrueCommerce supports any ANSI, ASC X12 transaction. It is compatible with AS2 or a specific Value Added Network (VAN), and features robust functionality that will allow us to automate a full range of common tasks, including sending, receiving, importing, and exporting of all transactions. It uses Microsoft® SQL Server Express to automatically send, receive, and view acknowledgements, confirming receipt.

Telephone System & Server

Garland's telephone and server infrastructure is N+1 redundant, ensuring call integrity and online data services.

Material-only purchases and small leak repair services can be made with a Procurement Card through an American Express®, MasterCard® or VISA® in order to provide flexibility to the Participating Public Agency's facility maintenance staff when a purchase order cannot be issued in the timeframe required for material delivery or emergency repair services. The Procurement Card payments will be kept to a dollar threshold of $5,000 or less. In addition, Garland/DBS has developed a new offering through our merchant card processing company that allows us to accept American Express®, MasterCard® or VISA® credit card payments of any dollar amounts, as long as the Participating Public Agency is willing to accept a surcharge of 2.82%.

Monthly Reporting by PPA and State

Garland/DBS, Inc. is fully capable of providing the required reporting to Region 4 / OMNIA Partners. We have a proven track record of on-time reporting through our existing OMNIA Partners contract and take this responsibility very seriously.

As a current OMNIA Partners supplier, Garland/DBS, Inc. already has in place all the necessary processes and procedures to ensure a seamless transition to the new Region 4 / OMNIA Roofing Products & Services & Job Order Contracting Services Master Agreement.

Appendix D, Exhibit A.3.3.L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

While the past several years have taught us that guaranteeing sales can often run afoul of macro conditions beyond anyone's control, we also understand the value in making a commitment to OMNIA Partners that serving as a Supplier under this contract would

provide continued growth. As one of OMNIA Partners' largest current suppliers, we are confident that our Territory Managers will take full advantage of the opportunity presented by this contract for every possible Participating Public Agency.



Appendix D, Exhibit A.3.3.M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

When responding to a formal solicitation, it is a corporate requirement to respond with Master Agreement pricing or to set-up any new master agreements or master services contracts with Master Agreement pricing. Under no other circumstances will Garland/DBS, Inc. respond with pricing lower than the Master Agreement pricing.

In those circumstances where use of the Master Agreement is disallowed or is rejected for any reason, Garland/DBS, Inc. may price the project at the same or higher than the pricing provided in this proposal package, and those contract sales will not be reported to OMNIA Partners.

In those circumstances where alternative or multiple proposals are permitted, and where interlocal procurement has not been disallowed or rejected, we will always and only respond with the Master Agreement pricing. Any sales reporting and administrative fees required by the new contract will be viewed as additional to Garland/DBS, Inc. Therefore, we will dually report these sales to both OMNIA Partners and the other entity.

IV.2.b.ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Accepted and signed on the following pages.

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and Garland / DBS, Inc. ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for

the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the

foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

Garland / DBS, Inc.
3800 E. 91st Street
Cleveland, OH 44105
Attn: Jordan Trimble - Contracts

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of

this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Garland / DBS, Inc.	
	
Signature	Signature
Brian Lambert	Sarah Vavra
Name	Name
President, Garland/DBS, Inc.	Sr. Vice President, Public Sector Contracting
Title	Title
June 13, 2023	
Date	Date

IV.2.b.iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Accepted and signed on the following pages.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Public Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

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.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Public Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Public Agency expends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Public Agency expends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Public Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BL Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (D) above, when a Participating Public Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (E) above, when a Participating Public Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(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 government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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 Federal Rule (H) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Public Agency.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Public Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Public Agency for any contract resulting from this procurement process,

offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Public Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES BL Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Public Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ✓

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ✓

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ✓

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ✓

Does offeror agree? YES BL Initials of Authorized Representative of offeror

Offeror's Name: Garland / DBS, Inc.
Address, City, State, and Zip Code:
3800 E. 91st St., Cleveland OH 44105
Phone Number: (216) 641-7500
Fax Number: (216) 641-0633

Printed Name and Title of Authorized Representative: Brian Lambert, President, Garland/DBS Inc.
Email Address: blambert@garlandind.com
Signature of Authorized Representative: Brian Lambert
Date: June 13, 2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Transit Administration funds, offeror certifies that its products comply with the requirements of 49 U.S.C. 5323(j), 49 U.S.C. 5323(j)(1), and the applicable regulations of 49 CFR 661 and all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Public Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

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CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES BL Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Garland / DBS, Inc.

Address, City, State, and Zip Code:
3800 E. 91st St., Cleveland OH 44105

Phone Number: (216) 641-7500 Fax Number:
(216) 641-0633 Brian Lambert, President, Gar Inc.

Printed Name and Title of Authorized Representative:
Brian Lambert, President, Garland/DBS Inc.

Email Address:
blambert@garlandind.com

Signature of Authorized Representative: Brian Lambert Date:
June 13, 2023

Version February 24, 2023

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict 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 these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to 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 these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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; and
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.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. 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 effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The 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.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 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). The Copeland Anti- Kickback 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 FEMA.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by 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 clauses 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."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 (b)(1) of this section 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 (b)(1) of this section, in the sum of
$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non- Federal entity 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance 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. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) 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.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. 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.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. 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(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. 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.

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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. 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.

The Contractor, Garland / DBS, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Version February 24, 2023

Brian Lambert, President, Garland/DBS Inc.

June 13, 2023

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 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.

d. Suggested Language.

i. 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.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR 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. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor 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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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. Manufactured products mean 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."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes

clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

c. "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."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "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."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Garland / DBS, Inc.

Address, City, State, and Zip Code:
3800 E. 91st St., Cleveland OH 44105

Phone Number: (216) 641-7500 Fax Number: (216) 641-0633

Printed Name and Title of Authorized Representative:
Brian Lambert, President, Garland/DBS Inc.

Email Address: blambert@garlandind.com

Signature of Authorized Representative: 

Date: June 13, 2023

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this

Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as

amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to 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, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients,

and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____

_____

_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-

rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

   a. The name, address, and telephone number, including FAX number if available, of the protestor;

   b. The signature of the protestor or authorized representative;

   c. Identification of the contract/solicitation;

   d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this

procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

    a. The items to be procured are urgently required;

    b. Delivery or performance will be unduly delayed by failure to make the award promptly; or

    c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

    a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

    b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.
A protest filed with FTA shall:

    a. Include the name and address of the protestor.

    b. Identify the grantee, project number, and the number of the contract solicitation.

    c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

    Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Garland / DBS, Inc.

Organization Address: 3800 E. 91st St., Cleveland OH 44105

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☑ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☑ Other (be specific): Employee Stock Ownership Plan (ESOP)

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☑ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

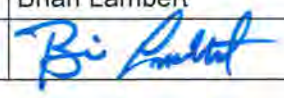
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brian Lambert	Title:	President, Garland/DBS, Inc.
Signature:		Date:	June 13, 2023

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Brian Lambert residing in
Strongsville
(name of municipality) (name of affiant)
in the County of Cuyahoga and State of
Ohio of full age, being duly sworn according to law on my oath depose
and say that:

I am President of the firm of
Garland / DBS, Inc.
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Roofing Products & Services & Job-Order-Contracting Services, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Garland / DBS, Inc.

Subscribed and sworn to

before me this day

Signature

14, June, 2023

(Type or print name of affiant under signature)

Serena Zinsmeister
Notary public of

My Commission expires 10.30.2027

(Seal)

SERENA ZINSMEISTER
Notary Public
State of Ohio
My Comm. Expires
October 30, 2027

Version February 24, 2023

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Garland / DBS, Inc.

Street: 3800 E. 91st Street

City, State, Zip Code: Cleveland, OH 44105

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6-13-23

Date ***Authorized Signature and Title***

Version February 24, 2023

Certification 47247

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2020 to 15-AUG-2023

THE GARLAND COMPANY, INC.
3800 E. 91ST STREET
CLEVELAND OH 44105

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Garland / DBS, Inc.		
Address:	3800 E. 91st Street		
City:	Cleveland	State: OH	Zip: 44105

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Brian Lambert	President, Garland/DBS, Inc.
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 14 day of June, 2023

(Notary Public)

My Commission expires: 10.30.2027

Brian Lambert

(Affiant)

Brian Lambert - President

(Print name & title of affiant)

(Corporate Seal)

SERENA ZINSMEISTER
Notary Public
State of Ohio
My Comm. Expires
October 30, 2027

Version February 24, 2023

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Brian Lambert
Printed Name of Authorized Agent

Signature of Authorized Agent

President
Title

June 13, 2023
Date

Garland / DBS, Inc.
Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Brian Lambert Title: President, Garland/DBS, Inc.

Signature: Date: June 13, 2023

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-04 **VENDOR/BIDDER:**

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

June 13, 2023
Date

Brian Lambert, President, Garland/DBS, Inc.
Print Name and Title

Version February 24, 2023

IV. 2. c. i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Ownership Structure

Garland/DBS, Inc. was founded in 2009 as a partnership of two Garland Industries, Inc. subsidiaries – The Garland Company, Inc. and Design-Build Solutions, Inc. Together, Garland/DBS, Inc. provides seamless project delivery:

- Through The Garland Company, Inc.:
    - High-performance roofing and waterproofing materials for the exterior building envelope
    - Field support from 212 locally based territory managers across the U.S.
- Through Design-Build Solutions, Inc.:
    - Comprehensive support services managed by an expert professional staff and delivered through a network of third-party architects, engineers, and roof consultants
    - Turnkey general contracting services managed by a knowledgeable and experienced staff and performed locally by Garland's Authorized Contractor Network, which is continually expanding to ensure our public agency customers of the opportunity to work with their own preferred, locally based contractors.

In addition to the collective capabilities of these two core entities, the family of Garland companies now encompasses over twenty additional subsidiaries dedicated to manufacturing and/or distributing materials and support services for the commercial building envelope. OMNIA Partners Public Agencies participating in our existing contract with Racine County (WI) are already benefiting from our augmented capabilities and will continue to benefit from Garland Industries' on-going investments.

Our existing and future vertical integrations, which protect customers from service and material disruptions, and our new niche offerings, which expand Participating Public Agencies' access to new categories of best-in-class products, will add value for Region 4 ESC and other public sector customers, should we be awarded this contract. Although often overlooked, the most sensitive areas of a commercial building envelope are the points where one waterproofing system ties into another, e.g., where the roof adjoins the wall. By providing the expertise, materials and services to address virtually every building envelope configuration, the Garland Industries family of companies offers every Participating Public Agency a high level of confidence that every building envelope solution purchased through the Master Agreement will maintain its integrity for its warranted life or longer.

The Garland Industries' approach eliminates nearly all of the finger-pointing that so often occurs when multiple waterproofing systems are incorporated into a single project. In bringing together a collaboration of waterproofing industry professionals with varied specializations, Garland Industries can innovate and formulate products that are compatible and durable.

It is often said: "You are only as strong as your weakest link." By controlling the manufacturing capabilities and material performance characteristics of multiple types of products that are integrated together to provide a seamless waterproofing solution for the complete building envelope, Garland Industries through Garland/DBS, Inc.'s turnkey delivery, eliminates the weak links.

Although Garland/DBS, Inc. is a partnership as described above, the allocation of revenues, costs and profits are made based upon each company's contribution to the overall project., i.e.:

- If a turnkey project does not involve The Garland Company, Inc.'s materials, all of the revenue, costs and profits for the turnkey delivery are allocated to Design-Build Solutions, Inc.
- If a Participating Public Agency only wishes to purchase the Garland materials directly and use the traditional competitive public bid process to procure the trade labor and related materials, all of the revenue, costs and profits are allocated to The Garland Company, Inc.
- On a turnkey project involving Garland materials, the revenue, costs and profits associated with the materials are allocated to The Garland Company, Inc., and the remaining revenue, costs and profits associated with the turnkey delivery are allocated to Design-Build Solutions.

The Garland Company, Inc. does not receive any revenue or profit from Design-Build Solutions, Inc.'s involvement in a turnkey project, and Design-Build Solutions, Inc. does not mark-up the Garland materials or receive any revenue, costs or profit from the Garland material portion of the project.

This separation and segregation of participation in meeting Master Agreement obligations allows each entity to operate independently of the other, creating a natural check and balance. While at the same time, the joint ownership structure allows Garland/DBS, Inc. to deliver on the Master Agreement requirements with shared resources and strong financial backing.

The overall ownership of Garland Industries adds to the sharing of resources and overall financial support of Garland/DBS, Inc. As Garland Industries continues to bolster its overall capabilities, resources and financial sustainability, Garland/DBS, Inc. will continue to deliver on

its promises, regardless of economic uncertainties, as evidenced by Garland's 124 years of staying power.

IV.2.c.ii. Describe Offeror's reputation in the marketplace.

Reputation for Garland is a byproduct of quite simply earning each customer's trust, each and every day. In many of the projects in which we are privileged to bid, we are not the lowest-cost option. This means that for a Customer who chooses a Garland roof, they must believe in the promise that over time, the roof they are purchasing will last longer with fewer problems, and that Garland will stand behind the work on that roof for the length of the warranty.

It's in our cultural DNA to never rest on reputation, and to go back out from zero and earn it each day. As our CEO Dave Sokol has often stated, "We should always play like we're two touchdowns behind." Because of our never-satisfied mindset, we are fortunate that our customers usually are. Since the best indicator of reputation is a referral, we'll let some of their words do the talking for us.

> "If there was an issue, right now, right this moment, I have no doubt I could pick up the phone and call Garland and they're going to take care of it, every single time."

"Garland helped greatly in the development of anticipated project costs and suggested project phasing based on roof conditions, building operating schedules, and anticipated material and contractor availabilities."

> "Garland being an OMNIA Partners supplier made it really seamless, and gave us peace of mind that we would have the best available pricing to make our budget work."

"We wanted to get out of the cycle of fighting leaks that comes with a lesser quality roof. At the same time, I knew what my budget was and had to stay within certain parameters. I'd looked at virtually every type of roofing system to find something that could meet our needs, and knew Garland had the highest-quality products available. Then Garland brought OMNIA Partners to the table, and everything fell into place."

IV.2.c.iii. Describe Offeror's reputation of products and services in the marketplace.

Over the years, Garland's products have been recognized for two seemingly incongruous attributes – innovation and reliability. How can products have a reputation for breaking new ground, yet also be trusted and proven? We think it all goes back to our employee-owners. When everyone is an owner, everyone has the opportunity to bring new ideas that move the business forward. In fact, we formalized innovation at our Cleveland headquarters in 2019 with our annual "GarTank" competition, modeled after TV's "Shark Tank." At the same time, when everyone acts as an owner, there is a shared focus on the smallest detail, a shared emphasis on doing it right the first time, and a shared willingness to go the extra mile. This culture means that the innovative products we develop and manufacture – and the service we provide to support them – are engineered to meet and exceed our Customer's specifications.

We are proud of the "firsts" shared below and use them as fuel to drive us toward our "nexts." Ultimately, those next innovations, like the ones listed below, will be sparked by the needs of our Customers.

- The first high-performance modified bitumen roofing system manufactured in North America – StressPly
- The first green roofing system
- The first roofing manufacturer to have modified membranes certified by UL Environment for recycled and bio-based content
- The first thermoset polyurethane-modified membrane designed to retain its resiliency, making it the longest-lasting roof system in the commercial market
- The first thermoplastic roofing capsheet with "open window technology" in the scrim that improves puncture resistance and durability of the roof
- The first standing seam metal roofing system with
- The first roofing manufacturer to have an adhesive certified bio-based by the US Department of Agriculture

The Garland Company, Inc. holds over 100 patents, with more on the way.

IV.2.c.iv. Describe the experience and qualification of key employees.

Matthew McDermott has been in the roofing industry for more than 20 years with experience building and owning a roofing, waterproofing and concrete restoration company, then excelling as a commercial building envelope sales representative for Garland in Florida, and currently holds the position of President, The Garland Roofing Company. Matthew is highly

knowledgeable about the industry and the needs of Garland's customers when managing commercial, industrial, and institutional facilities. Matt holds a BA in Business.

Alexis Turner began her career working in consulting, focusing on work with procurement departments in state governments, delivering savings through strategic sourcing and contract negotiations. Alexis moved from strategic sourcing into a role as Regional Manager at U.S. Communities, which was a cooperative purchasing program focused in the public sector. She spent twelve years at U.S. Communities, the last four of which she managed contract development nationwide. She joined The Garland Company in 2020 as the Director of Contracts, managing their healthcare, government, and federal contracts. She quickly added National Accounts to her responsibilities and currently manages the National Accounts corporate team. Alexis holds a BS in Engineering and a BA in Economics from Swarthmore College.

Scott Craft is a 1988 graduate of Bowling Green State University, with a BA in Visual Communications Technology. Since joining Garland in 1990, Scott has held a number of positions in the Garland Industries, Inc. organization. He began his career as Advertising Manager for ImageWorks, Garland's in-house advertising department. In 1995, he assumed responsibility for Garland's sales training program, and in 1998, his responsibilities expanded to encompass recruiting as Director of Recruiting and Training. In 2005, he assumed the position of Director of Operations, and more recently, the position of Vice President and General Manager for The Garland Company, Inc. His current responsibilities touch on all areas of Garland's day-to-day business.

Brian Lambert is a 30+ year veteran of the commercial roofing industry. He has extensive experience in all types of low slope commercial roofing systems and has personally inspected thousands of buildings across North America. For over a decade, he led the product and technical teams at Garland, gathering feedback from the field and working with research and development, manufacturing, and marketing to implement new products and services to better serve Garland's vast customer base. In his current role as President of Design-Build Solutions, Inc., Brian supervises all turnkey projects for Garland/DBS.

Steven Lane has served as Director of Marketing for The Garland Company since 2021, following seven years leading marketing communications for the Performance Coatings Group of Sherwin-Williams. In his current role with Garland, Steven and his team are responsible for brand strategy and messaging, sales enablement, new product introductions, and demand generation campaigns across online and offline platforms. Steven's career has spanned marketing and advertising roles reaching Customers in a host of business-to-business segments, including healthcare, education, logistics, manufacturing, and municipalities. He earned a BA with honors from the University of Pennsylvania.

Jeff Muranko has more than 18 years of experience in Customer relations, orders, inventory, and logistics and works tirelessly to ensure Garland products arrive to their scheduled destination on time and in excellent condition. As Garland's Customer Service Manager, Jeff is responsible for reviewing orders for accuracy and product compatibility. Jeff also oversees a team of Customer service representatives.

Jordan Trimble has 16 years of experience in the logistics industry with a background in operations, analysis, and transportation management. Jordan joined Garland/DBS, Inc. in 2018 as the Logistics Manager in the newly created Logistics Department. His role includes focusing on reducing freight costs, assessing any potential risk to the supply chain, and optimizing the delivery process to ensure a seamless final arrival of materials to the job site. Jordan's responsibilities also include negotiating carrier procurement rates, managing carrier relations, modal optimization and coordinating material delivery.

Theo Verginis joined Garland as its General Counsel in December of 2021. He has been practicing law for over 20 years in various roles, both in private practice and as in-house counsel for companies. He began his legal career as a commercial litigator and was a member of the firm's construction litigation team. Shortly after being voted partner at his firm, he joined the litigation group of one of his clients, a fortune 500 power management company. While there, he was promoted to business counsel and assigned primary legal responsibilities for four separate divisions totaling over $4 billion in revenue. His responsibilities included business counseling, contracts, commercial and regulatory matters, mergers and acquisitions, and all other legal matters relevant to the business. Before joining Garland, Theo was the General Counsel and Corporate Secretary of a company in Indiana, where he was responsible for all legal and compliance matters.

Tom Diamond, P.E., has a strong knowledge of the commercial building industry, holds several patents for the development of innovative products and is a masterful engineer known for his effective, efficient, and sustainable designs. Tom currently serves as the Director of Products and Systems for The Garland Company, Inc., overseeing Garland's product management department in the development of new and innovative products and services for the building enclosure. Along with that, Tom also designs roof and wall systems that exceed industry standards of performance and are compliant with all international, state, and local building codes. In his new capacity as Product Specialist and Designated Green Expert for the EducationPlus contract, Tom will be responsible for continuing to respond to the needs of the market through the development of high-performance, sustainable, and long-lasting products.

Heidi Dobson has more than two decades of experience working in the general contracting industry with a strong background in project coordination and OSHA safety requirements. In her current role as project coordinator for DBS, Inc., Heidi assists with more than 1,000 projects on average per year while also maintaining and writing DBS's safety programs. Heidi

is highly involved in various aspects of projects from award through to completion, including processing purchase and change orders; obtaining certificates of insurance for projects; obtaining payment and performance bonds, and coordinating all documentation efforts with subcontractors. She also helps with project coordination/project management efforts for national sales accounts and statewide licensing and contractor registration programs. Heidi has been an OSHA 500 Certified Trainer for 23 years and receives additional training annually.

Scott Sibits has worked in accounting and finance for over 20 years, and has been with Garland since 2009. In his current role as Corporate Controller, Scott is responsible for overseeing the accounting functions within Garland Industries, including accounts receivable, accounts payable, and general accounting. His team engages annually with a large public accounting firm to perform an audit of Garland Industries.

IV.2.c.v. Describe offeror's experience working with the government sector.

Due to the proven longevity and waterproofing performance of Garland's roofing solutions, as well as service and support offerings that maximize the life of an asset while helping manage capital budgets, Garland/DBS Inc. has enjoyed long-standing partnerships with many segments of the public sector throughout our history, including but not limited to:

- K-12 schools
- Public colleges and universities
- First responder stations
- Courthouses
- Corrections facilities
- Recreation centers
- Natatoriums
- City halls
- Military bases
- Public works/utilities
- Other government buildings

We have been an approved vendor of the General Services Administration (GSA) since 2000, and an awarded Supplier to OMNIA Partners (formerly US Communities) since 2010.

Our full-service manufacturing approach is highly valued by public sector Customers, as Garland's highly-trained, locally-based Territory Managers assist with specifications and sourcing qualified contractors, and are on-site frequently throughout a project installation to ensure the finished products meets those specifications. The reduced chain of liability created by Garland's full-service approach minimizes change orders and finger-pointing, allowing

public customers to stay on timeline and on budget, and providing greater peace of mind in the finished project.

IV.2.c.vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

The success of Garland/DBS, Inc., The Garland Company, Inc. and DBS, Inc. can be attributed, in our opinion, to best-in-class products, service excellence, and an unparalleled "Customer first" approach. To the extent concerns arise on a project, we make considerable efforts to address them promptly to the satisfaction of our Customers. On a rare occasion, we are joined in multi-party litigation. Below is a list of litigations for the last three (3) years in which Garland/DBS, Inc., The Garland Company, Inc., or DBS, Inc. have been involved (which is less than 0.5% of turnkey projects):





2.c.vii. References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

References are attached in the following tab.

IV.2.c.viii. Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships - Offeror shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the Offeror will implement this safety plan with subcontractors (may reference the Offeror's safety plan). The subcontractors will be held to the same standards as the Awarded Offeror.
A distinct portion of the subcontracting plan must deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Offeror shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.





[redacted]

IV.2.d.i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Value-Added Service Solutions

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

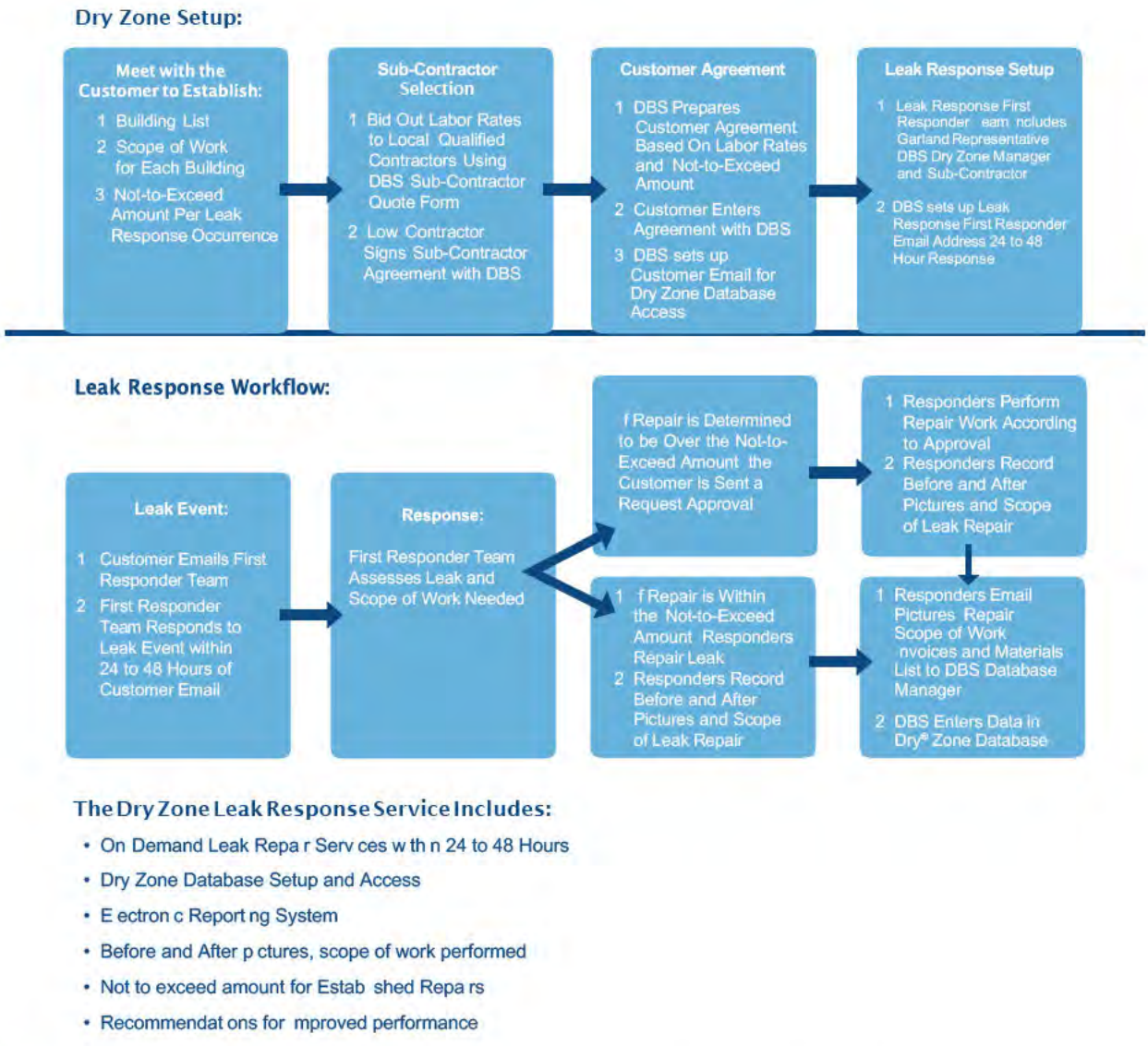
[redacted]







LEAK RESPONSE PROCESS



The Dry Zone Leak Response Service Includes:

- On Demand Leak Repa r Serv ces w th n 24 to 48 Hours
- Dry Zone Database Setup and Access
- E ectron c Report ng System
- Before and After p ctures, scope of work performed
- Not to exceed amount for Estab shed Repa rs
- Recommendat ons for mproved performance

Emergency Disaster Relief

As an extension of our core competency in complex roofing projects, Garland/DBS, Inc. also offers emergency disaster relief services in cooperation with the Federal Emergency Management Agency (FEMA) and local initiatives such as the Florida Emergency Supplier Network.

Our fully self-contained Mobile Command Center, manned by an experienced emergency response team, is equipped with satellite and intelligent communications systems to provide timely disaster relief services including damage assessment and emergency temporary dry-in; permanent roof repair and/or replacement; and long-term preventive maintenance.

In addition to complete roofing-related disaster relief services, we offer emergency:

- Exterior building repair
- Window opening repair
- HVAC and mechanical repair
- Site clean-up and debris removal

Garland/DBS, Inc. has developed a Storm Zone initiative that identifies a best-value process empowering and enabling customers to minimize expense and business interruption following a storm/natural disaster. This proactive management tool builds an inventory of knowledge and a detailed action plan and will continue to be part of our specialty service offering to Region 4 and other OMNIA Partners' Participating Public Agencies. This plan includes the following menu of items: Storm Tracker, Facility Analysis, Storm Ready Contractor Approval, On-Site Project Coordination, and Project Management.

IV.2.c.vii. References: Provide a minimum of 5 public agency customer references relating to the products and services within this RFP. Two (2) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. All references should be for services within the past three (3) years. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.





Additional references are available upon request.

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6-13-23
Date

Bri[illegible] - President
Authorized Signature & Title

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Garland / DBS, Inc.

Address 3800 E. 91st Street

Cleveland, OH 44105

Phone (216) 641-7500

Fax (216) 641-0633

Contact

Official Authorizing Proposal

Signature

Jordan Trimble
Printed Name

Director Strategic Programs
Position with Company

Signature

Brian Lambert
Printed Name

President, Garland/DBS, Inc.
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1034256

Date Filed:
06/14/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Garland/DBS, INC.
Cleveland, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-04
Roofing products, Services and Job-Order-Contracting (JOC) Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lambert, Brian	Cleveland, OH United States	X	
McDermott, Matt	Cleveland, OH United States	X	
Sokol, David	Cleveland, OH United States	X	
Ripepi , Chuck	Cleveland, OH United States	X	
Mulligan, Sean	Cleveland, OH United States	X	
Oley, Bill	Cleveland, OH United States	X	
Orlando, Joe	Cleveland, OH United States	X	
Debacco, Dick	Cleveland, OH United States	X	
Pease, Joe	Cleveland, OH United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of b rth s .

My address is _____, _____, , , .
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of , on the day of , 20 .
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Brian Lambert, as an authorized representative of

Garland / DBS, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

June 12, 2023
Date

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;

2. Any sex offense;

3. Any crimes against persons involving:

   a. Controlled substances; or

   b. Property; or

4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Brian Lambert, as an authorized representative of Garland / DBS, Inc., the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: 06/12/2023

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: 06/12/2023

IV.2.b.xiii. Safety/Environmental Plan - Offeror shall submit a detailed safety plan with their submittal. It should specifically address how the Offeror will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Participating Public Agency's staff and management of safety and environmental issues while working in occupied areas.

In the pages to follow, please find our detailed, OSHA-compliant Safety Plan.

If, in reviewing these documents, Region 4 would like additional information, this can be supplied upon request. Similarly, if any Participating Public Agency has job-specific safety requirements, these can be documented and we will manage an individual project for compliance with that locality.

GARLAND®

since 1895

Design-Build Solutions, Inc.®

DBS

A Subsidiary of Garland Industries

Safety Manual

COMPANY	PAGE NUMBER	Revision Number HD2023
Garland/DBS, Inc.	1 of 1	
MANUAL		PROGRAM REVEIW
Safety Procedures Manual		2023
DOCUMENT TITLE		
Table of Contents		
DOCUMENT NUMBER		SAFETY COORDINATOR
Table of Contents		Heidi Dobson

TABLE OF CONTENTS

Document Number	Title
SPM 01	Safety Policy Statement
SPM 02	Environmental Policy Statement
SPM 03	Safety Program Review
SPM 04	Safety and Health Responsibility
SPM 05	Pre-Project Meetings and Safety Inspections
SPM 06	Accident / Incident Reporting
SPM 07	Accident / Incident Investigation
SPM 08	Safety Record Keeping Program
SPM 09	Safety Training Program
SPM 10	General Safety Rules
SPM 11	Emergency and Fire Prevention Plan
SPM 12	Fire Protection Program
SPM 13	Hazard Communication Program
SPM 14	Personal Protective Equipment Program
SPM 15	Hearing Protection Program
SPM 16	Back Injury Prevention Program
SPM 17	Hand, Electrical, and Pneumatic Tool Safety
SPM 18	Electrical Safety-Related Work Practices
SPM 19	Assured Grounding Program
SPM 20	Lifting and Mobile Equipment
SPM 21	Ladder Safety Program
SPM 22	Scaffold User Safety Program
SPM 23	Fall Protection Program
SPM 24	Work Platforms and Aerial Lifts
SPM 25	Welding, Cutting, and Brazing Program
SPM 26	Safety Signs and Tags
SPM 27	Bloodborne Pathogens Exposure Control Program
SMP 28	Drug & Alcohol Policy
SPM 29	Medical Services & First Aid
SPM 30	Disciplinary Program
SPM 31	Hot Work Program
SPM 32	Heat Stress Prevention Program
SPM 33	Process Safety Management Program
SPM 34	Stop Work Authority Program

COMPANY Garland/DBS, Inc.	PAGE NUMBER 1 of 1	Revision Number HD2023
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE Safety Policy Statement		
DOCUMENT NUMBER SPM 01		SAFETY COORDINATOR Heidi Dobson

[redacted]

COMPANY	PAGE NUMBER	Revision Number HD2023
Garland/DBS, Inc.	1 of 1	
MANUAL		Program Review
Safety Procedures Manual		2023
DOCUMENT TITLE		
Environmental Policy Statement		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 02		Heidi Dobson

[redacted]

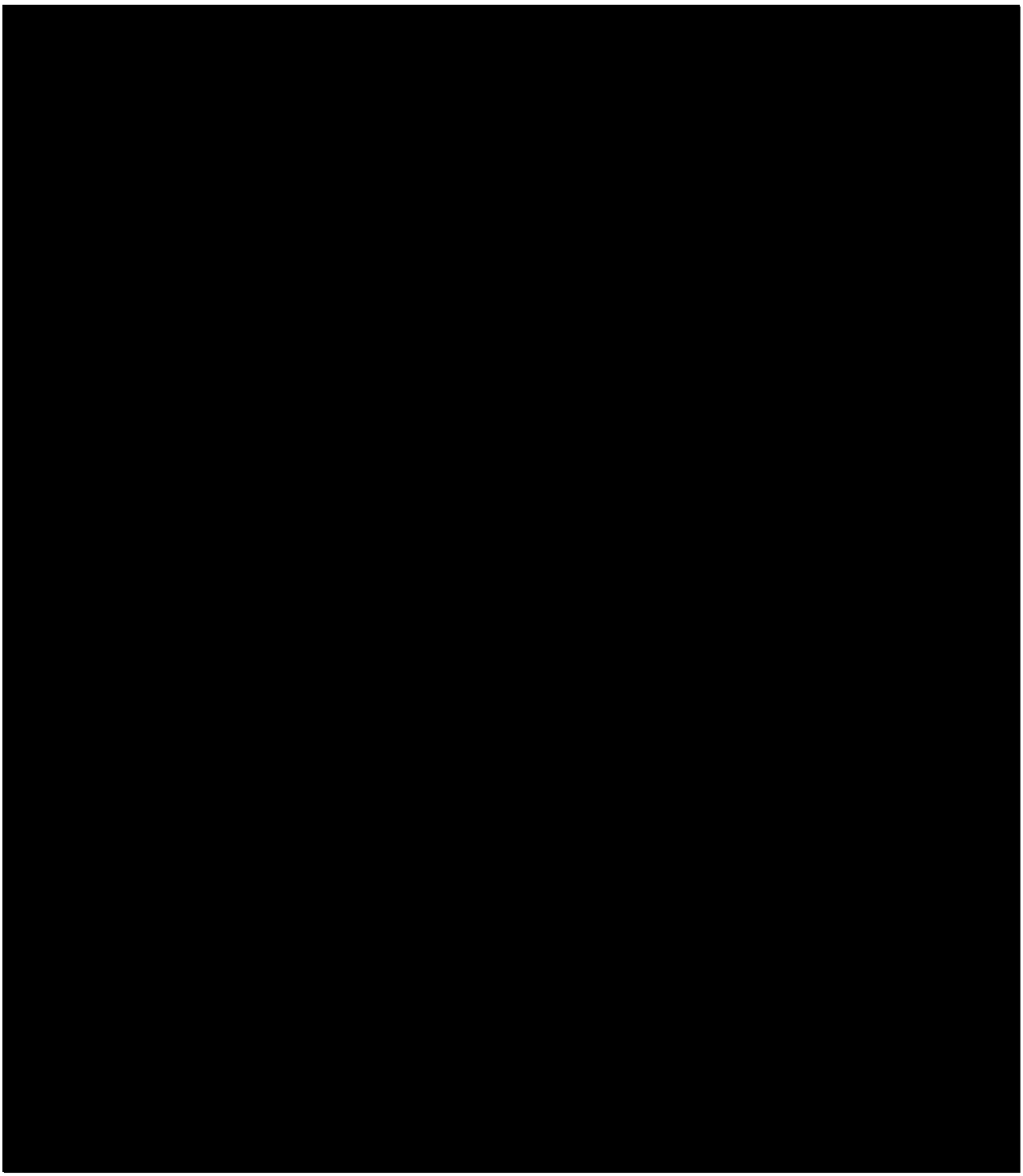
COMPANY	PAGE NUMBER	Revision Number HD2023
Garland/DBS, Inc.	1 of 1	
MANUAL		Program Review 2023
Safety Procedures Manual		
DOCUMENT TITLE		
Safety Program Review		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 03		Heidi Dobson

[redacted]

695

COMPANY	PAGE NUMBER	Revision Number HD2023
Garland/DBS, Inc.	1 of 2	
MANUAL		Program Review
Safety Procedures Manual		2023
DOCUMENT TITLE		
Safety and Health Responsibility		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 04		Heidi Dobson

[redacted]



COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 2	
MANUAL		Program Review 2023
Safety Procedures Manual		
DOCUMENT TITLE		
Pre-Project Meetings and Safety Inspections		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 05		Heidi Dobson

[redacted]



COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 2	
MANUAL		Program Review
Safety Procedures Manual		2023
DOCUMENT TITLE		
Accident / Incident Reporting		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 06		Heidi Dobson

ACCIDENT / INCIDENT REPORTING

[redacted]



COMPANY Garland/DBS, Inc.	PAGE NUMBER 1 of 2	Revision Number HD 2023
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE Accident / Incident Investigation		
DOCUMENT NUMBER SPM 07		SAFETY COORDINATOR Heidi Dobson

ACCIDENT / INCIDENT INVESTIGATION

PURPOSE

Accident investigations are of vital importance in the prevention of future accidents. Accident investigations are used to obtain information about the conditions, practices, and other factors that contributed to the accident, so that proper corrective action can be taken to prevent recurrence. The purpose of this procedure is to ensure that any and all accidents are promptly and properly investigated in order to determine the "root" cause of the accident.



[redacted]

[redacted]

COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 1	
MANUAL		Program Review
Safety Procedures Manual		2023
DOCUMENT TITLE		
Safety Record Keeping Program		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 08		Heidi Dobson

SAFETY RECORD KEEPING PROGRAM

[redacted]

COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 2	
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE Safety Training Program		
DOCUMENT NUMBER SPM 09		SAFETY COORDINATOR Heidi Dobson

SAFETY TRAINING PROGRAM

PURPOSE

Training is a vital part of our overall safety program at Garland/DBS, Inc. For workers to fully understand and accept their safety responsibility they must be adequately informed about safety and health policies and procedures. The purpose of this procedure is to ensure that all workers are trained and educated in the safety and health policies and procedures of the project. Through safety training and education, we can expect all workers to perform each and every task in the safest manner.

[redacted]



COMPANY Garland/DBS, Inc.	PAGE NUMBER 1 of 6	Revision Number HD 2023
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE General Safety Rules		
DOCUMENT NUMBER SPM 10		SAFETY COORDINATOR Heidi Dobson

GENERAL SAFETY RULES

PURPOSE

The purpose of this procedure is to ensure that all employees are familiar with the General Safety Rules in order to prevent unnecessary injury at Garland/DBS, Inc. projects. All project workers are expected to follow these general safety rules, as a minimum. New project workers should receive an orientation as stated below, by the subcontractor project supervisor prior to assignment to any task.

[redacted]

[redacted]

[redacted]





[redacted]



COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 2	
MANUAL		Program Review
Safety Procedures Manual		2023
DOCUMENT TITLE		
Emergency and Fire Prevention Plan		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 11		Heidi Dobson

EMERGENCY and FIRE PREVENTION PLAN

PURPOSE

The purpose of this policy is to ensure that all persons are familiar with the basic steps to take in the event of an emergency within a project site, and to ensure that workers are alerted to the causes of fires, along with the necessary precautions that must be taken for the prevention of fires.

[redacted]

[redacted]

COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 4	
MANUAL		Program Review
Safety Procedures Manual		2023
DOCUMENT TITLE		
Fire Protection Program		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 12		Heidi Dobson

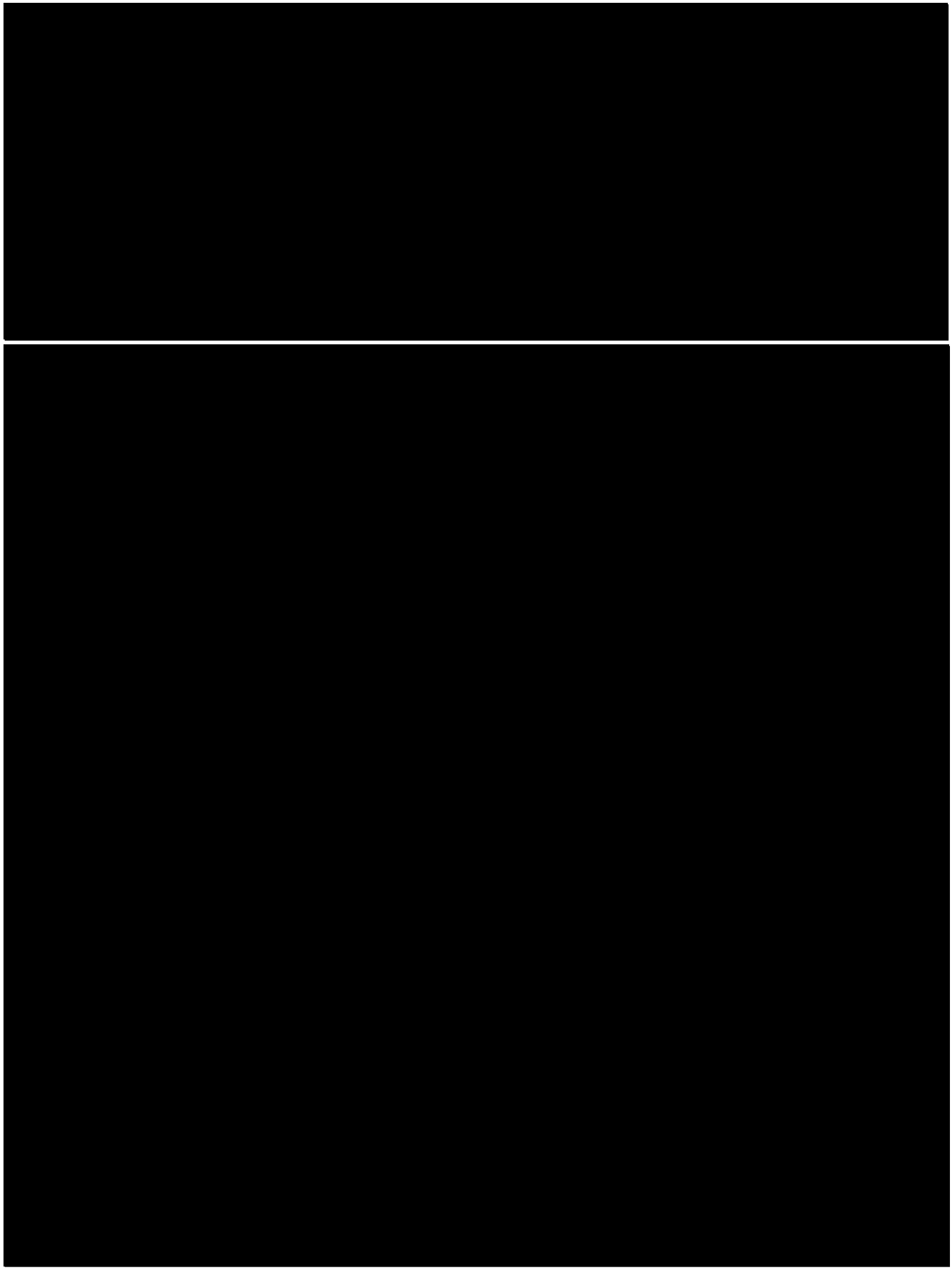
FIRE PROTECTION PROGRAM

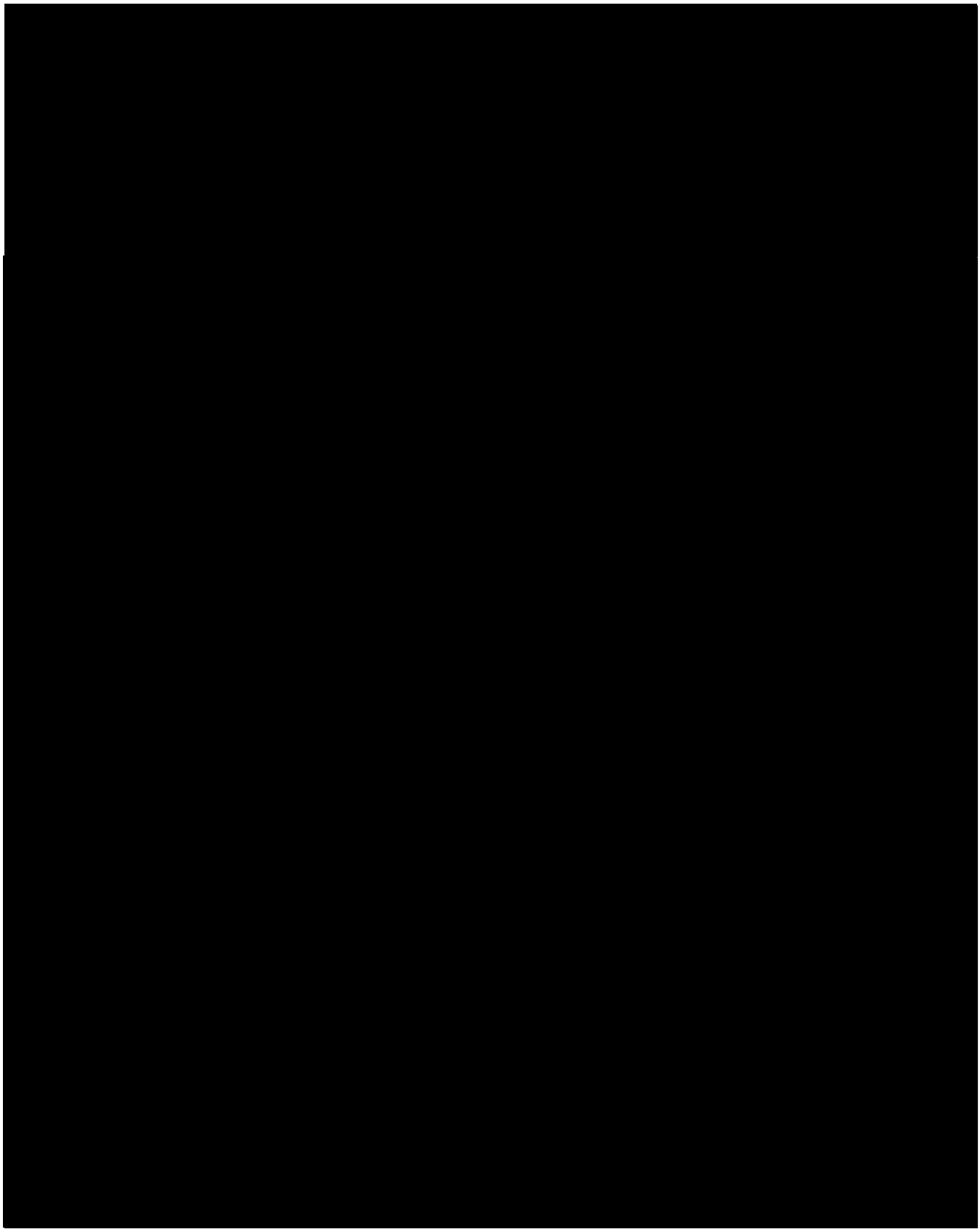
PURPOSE

The purpose of this procedure is to assist in the protection of personnel, facilities, and equipment from loss due to fire. This Fire Protection Plan has been developed to work in conjunction with emergency plans and other safety programs. Fire prevention measures reduce the incidence of fires by eliminating opportunities for ignition of flammable materials. This Fire Prevention Program is compliance with OSHA 29 CFR 1910.157 and 1926.150.



[redacted]





COMPANY Garland/DBS, Inc.	PAGE NUMBER 1 of 9	Revision Number HD 2023
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE Hazard Communication Program		
DOCUMENT NUMBER SPM 13		APPROVER'S SIGNATURE Heidi Dobson

Hazard Communication Program

[redacted]











Figure 1: Training Sample Label

1 – **Product Identifier:** the product name provided here (n-Propyl Alcohol) should match the identifier on the product's Safety Data Sheet (SDS).

2 – **Signal Word:** A signal word is a single word on the label used to indicate the relative level of severity of a hazard and alert the reader to a potential hazard. The signal words used are "Danger" for the more severe hazards, while "Warning" is used for less severe hazards. Here, the manufacturer has used the word "DANGER" to indicate a more severe hazard.

3 – **Hazard Statements:** Hazard Statements are statements assigned to a hazard class that describes the nature of the products hazard, "may cause dizziness" for example.

4 – **Precautionary Statements:** Statements which escribe recommended measures to minimize or prevent adverse effects resulting from exposure, "keep away from heat" for example.

5 – **Supplier Identification:** The name, address, and telephone number of the manufacturer or supplier, in case you need to contact them.

6 – **Pictograms:** Graphical symbol intended to convey specific hazard information visually, in the case of our sample label, the manufacturer has used 3 pictograms to denote hazards. Pictograms are explained in more detail in the following section.

11.0 Pictograms

Under GHS, graphical symbols called "pictograms" are used to convey specific hazards. Product specific pictograms will be found on both GHS labels and within Safety Data Sheets (SDSs). The nine established pictograms, and their conveyed hazards, are illustrated in Figure 2.

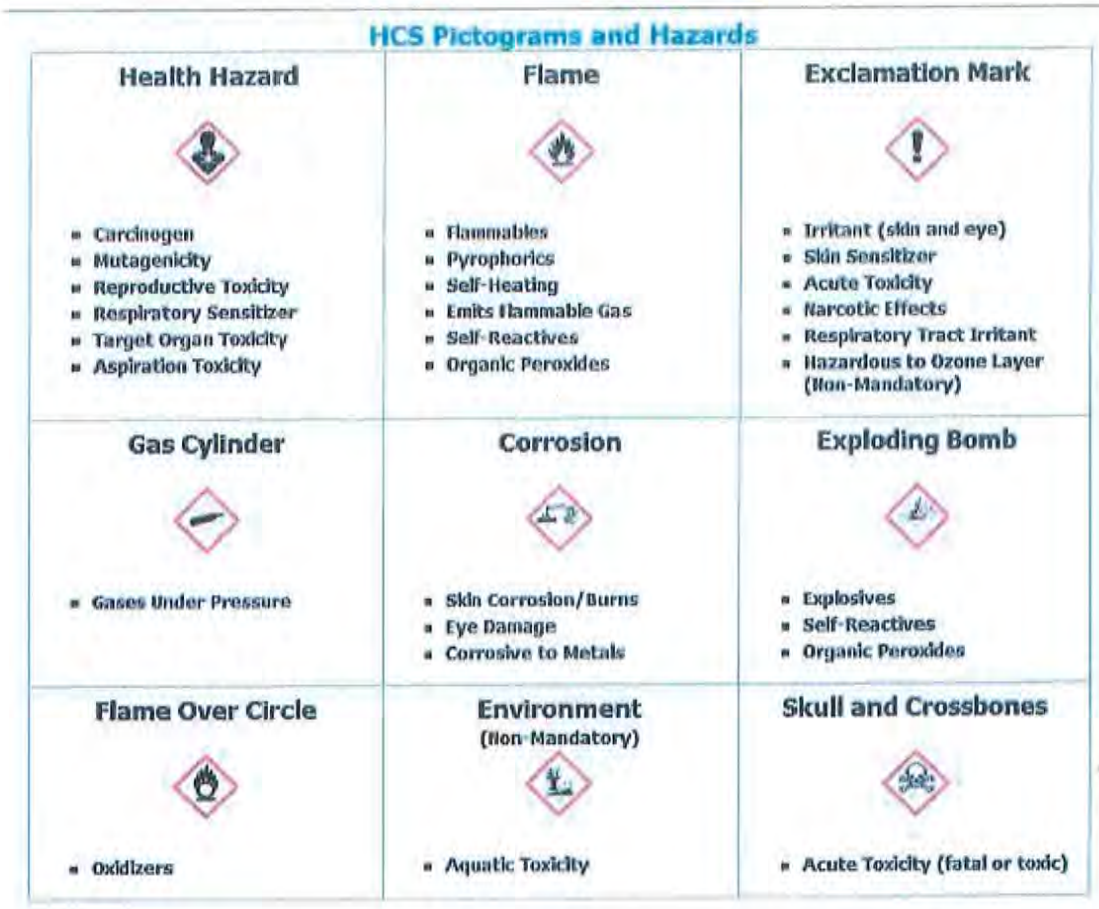


Figure 2: GHS Pictograms

12.0 Secondary Labeling System

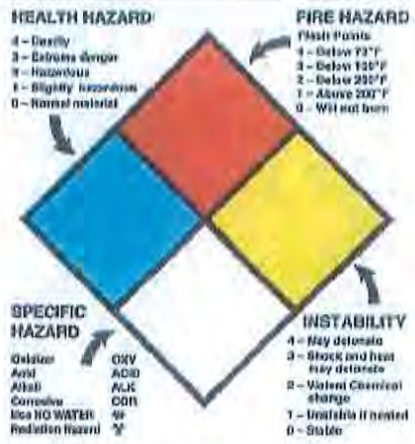
When transferring a chemical from one container to another, or replacing a damaged label, Garland/DBS, Inc. employees are required to label the new container properly to include:

- Identify of the chemical
- Appropriate hazard warnings (using the GHS format described in Section 10.0.

If you have questions, ask your supervisor or project manager. Empty containers that may be reused for other purposes must have their original labels removed or obliterated and relabeled as detailed in Section 10.0.

Prior to GHS adoption, Garland/DBS, Inc. promoted the NFPA (National Fire Protection Association) Hazard Warning Diamond labeling system. The NFPA Hazard Warning Diamond is based on the NFPA standard 704 rating system. This standard provides a readily recognized, easily understood system for identifying hazards and their severity using spatial, visual, and numerical methods to describe the relative hazards of a material. While this system is still used in the United States, it does not meet the GHS requirements. Therefore, the NFPA system can be used in addition to, but not in place of GHS labeling. Figure 3 provides a comparison between GHS hazard category and the NFPA 704 hazard ranking

systems. Although referring to the different systems can be confusing, keep in mind that the GHS hazard category systems are unlikely to be found on product labels. Both ranking systems may appear in SDSs, but the rankings are identified as either GHS or NFPA rankings.

	Classification of the substance or mixture According to Regulation (EC) No 1272/2008 Flammable liquids (Category 2) Acute toxicity, Inhalation (Category 4) Acute toxicity, Dermal (Category 4) Acute toxicity, Oral (Category 4) Serious eye damage/eye irritation (Category 2)

NFPA Hazard Ranking	GHS Hazard Categorization
0-4 Hazard Range	1-4 Hazard Range
0 – Least Hazardous	1 = Most Severe Hazard
4 = Most Hazardous	4 = Least Severe Hazard

Figure 3: NFPA Hazard Rankings v. GHS Hazard Categories

13.0 Safety Data Sheets (SDS)

Safety Data Sheets (SDSs), previously called Material Safety Data Sheets (MSDSs), are standardized documents prepared by a product's manufacturer. SDSs provide in-depth information regarding the chemical's potential hazards and information on how one should protect themselves from these hazards. Federal law requires that they be produced by chemical manufacturers, distributors, importers or other responsible parties, and supplied to their chemical users.

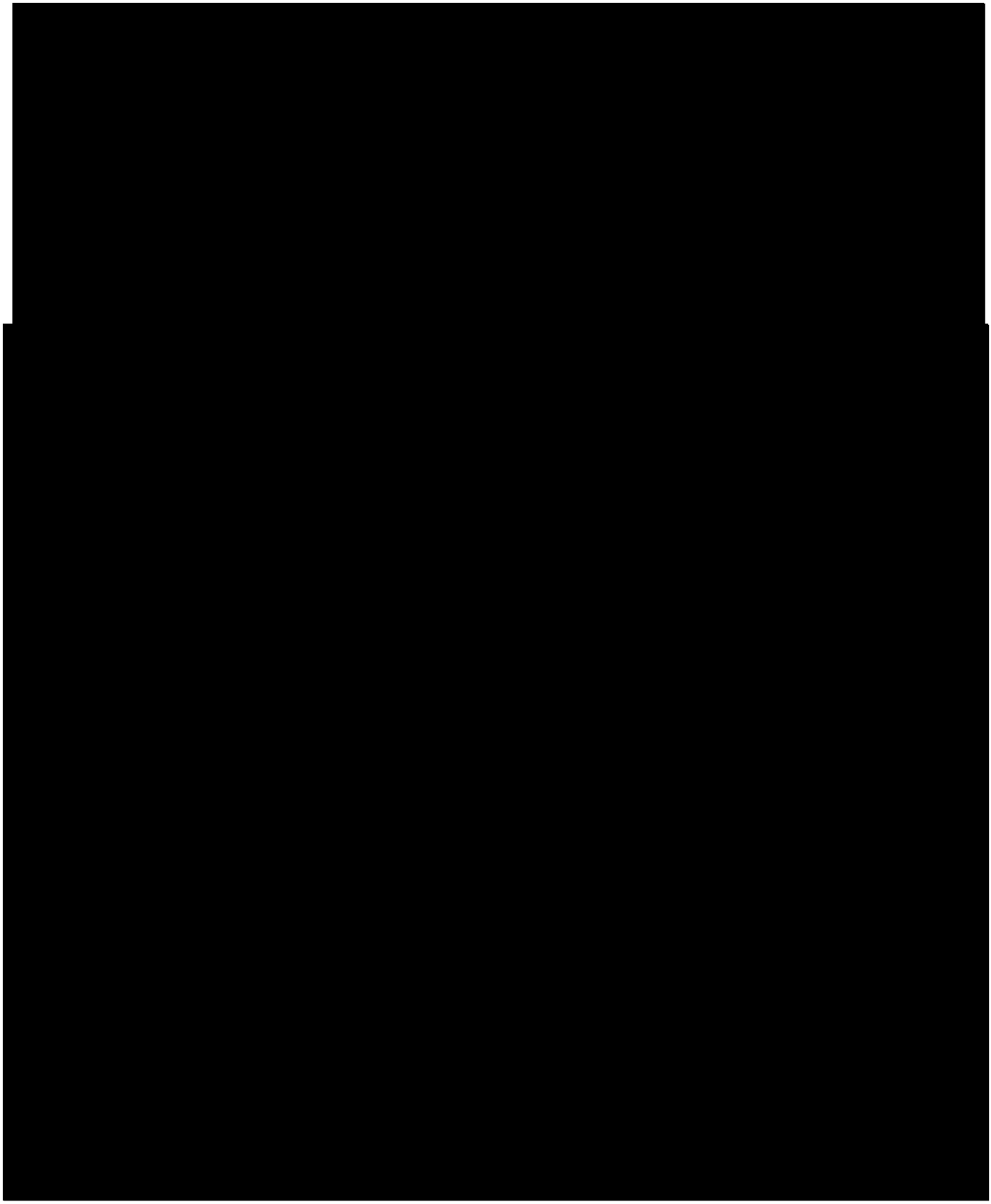
SDSs are required to include the following sixteen section of information:

- Product and company identification
- Hazards identification
- Information on ingredients

- First aid measures
- Firefighting measures
- Accidental release measures
- Handling and storage
- Exposure control/personal protection
- Physical and chemical properties
- Stability and reactivity
- Toxicological information
- Ecological information
- Disposal considerations
- Transport information
- Regulatory information
- Other information



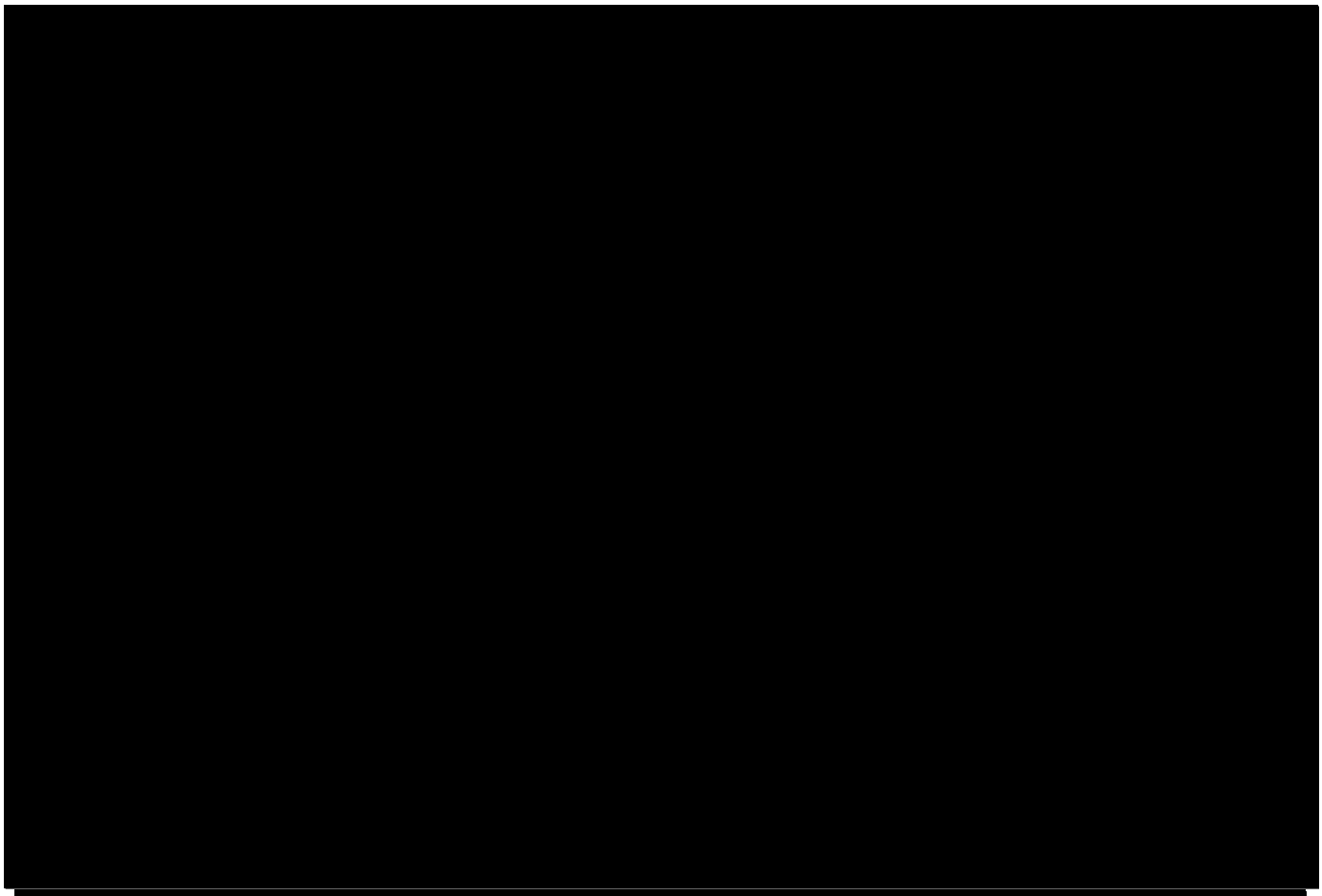
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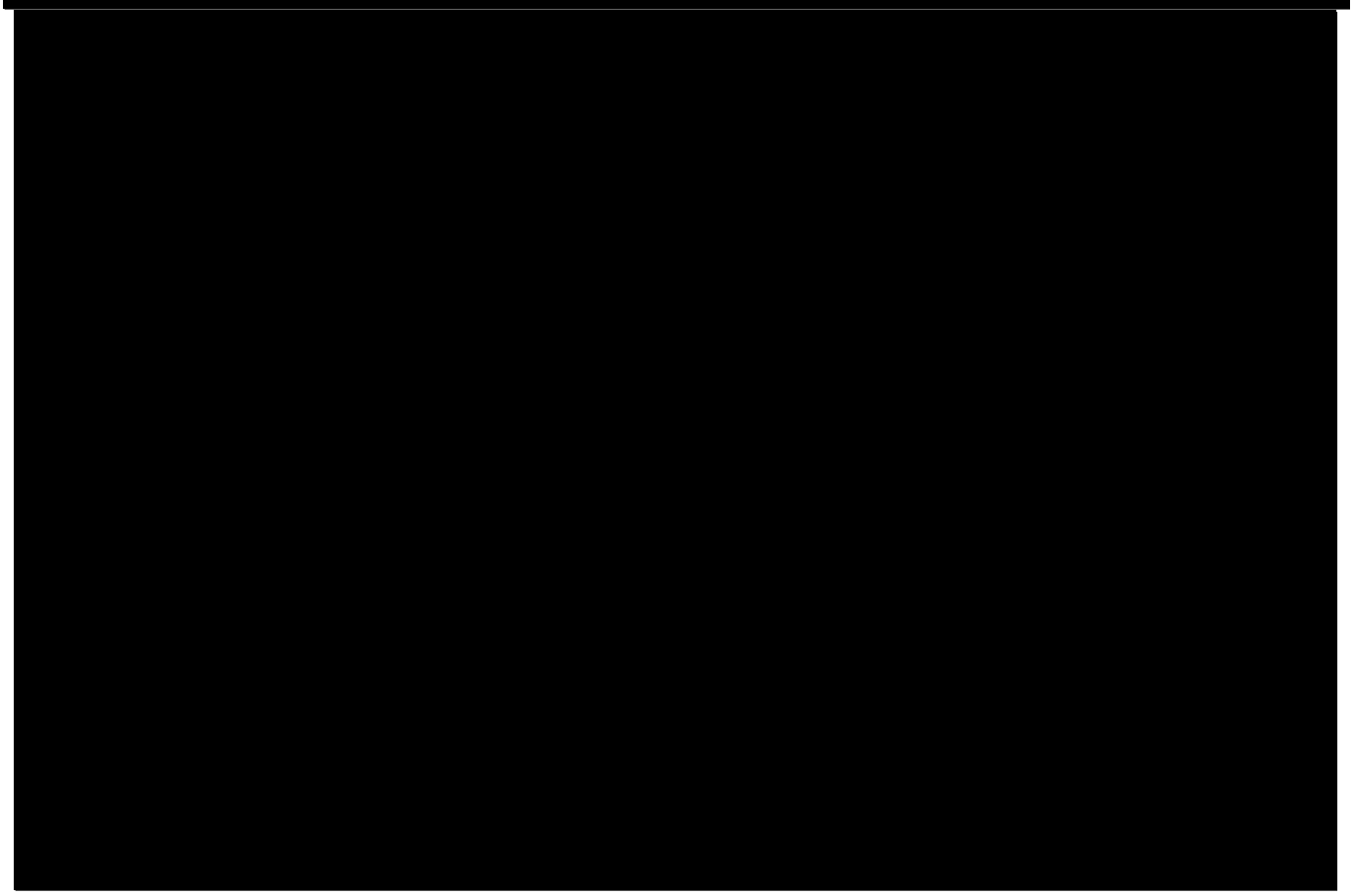


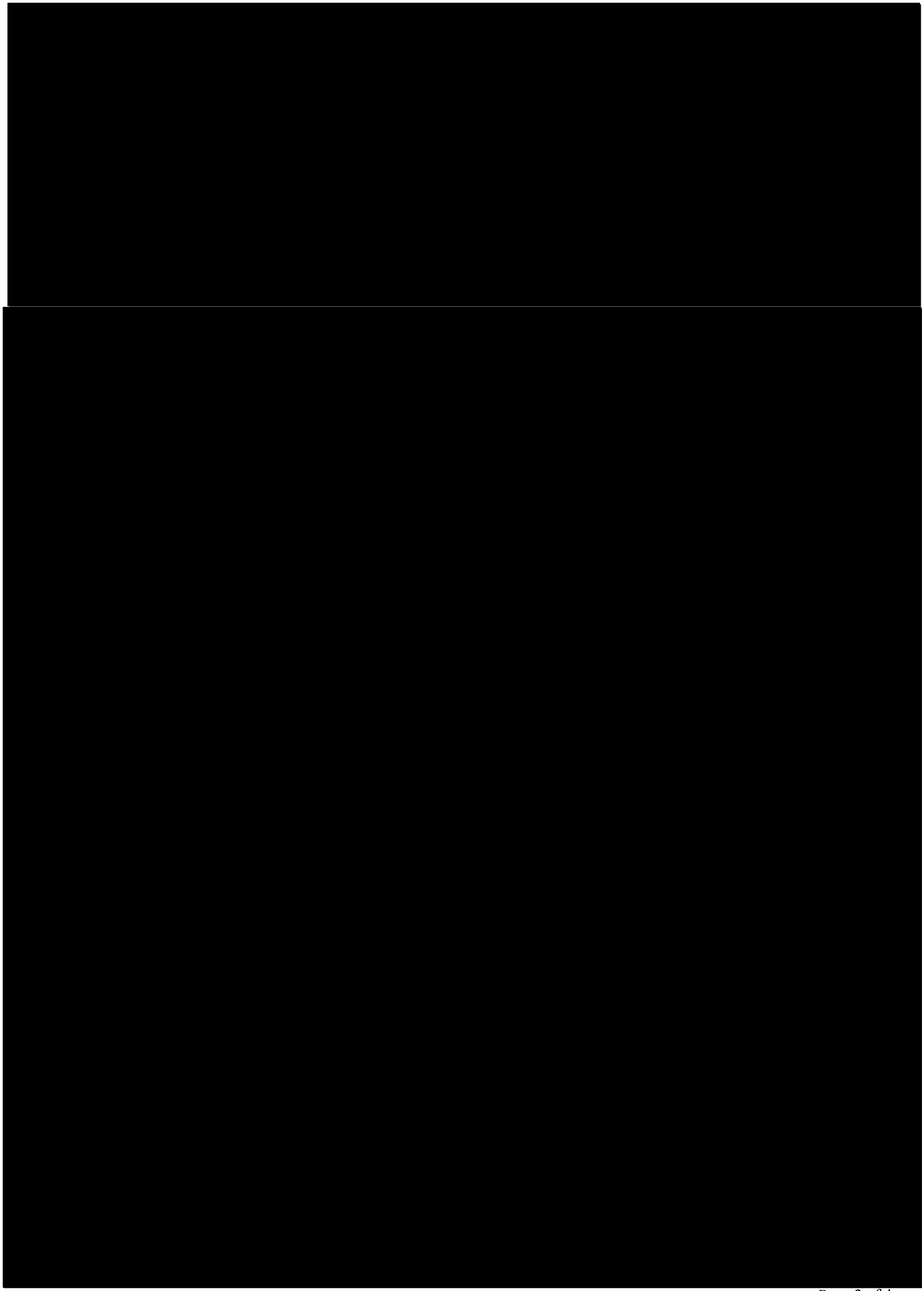
COMPANY Garland/DBS, Inc.	PAGE NUMBER 1 of 4	Revision Number HD 2023
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE Personal Protective Equipment Program		
DOCUMENT NUMBER SPM 14		SAFETY COORDINATOR Heidi Dobson

PERSONAL PROTECTIVE EQUIPMENT PROGRAM

[redacted]









COMPANY Garland/DBS, Inc.	PAGE NUMBER 1 of 3	Revision Number HD 2023
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE Hearing Protection Program		
DOCUMENT NUMBER SPM 15		SAFETY COORDINATOR Heidi Dobson

HEARING PROTECTION PROGRAM

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[redacted]

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[redacted]

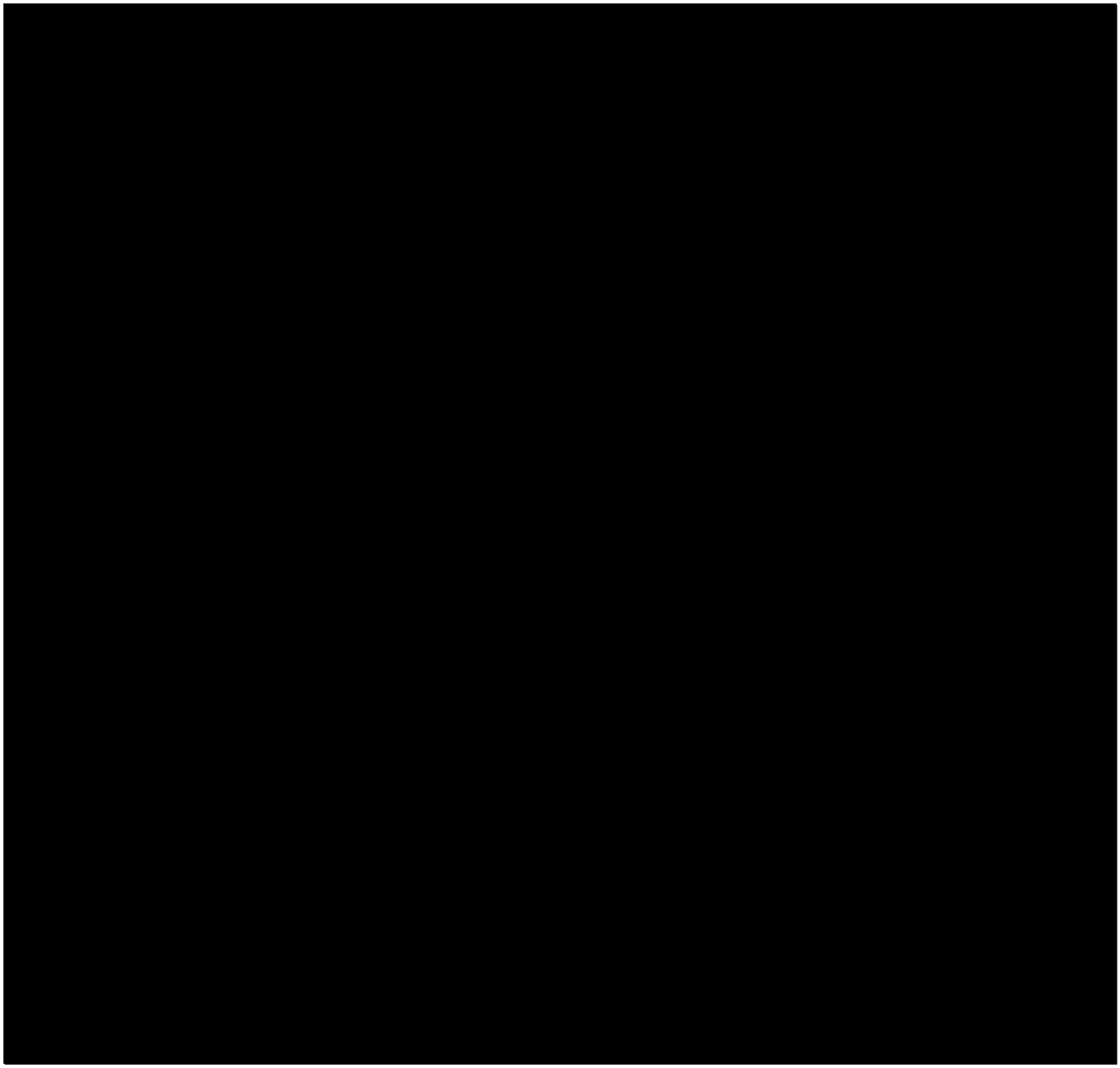
COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 3	
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DOCUMENT TITLE		
Back Injury Prevention		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 16		Heidi Dobson

BACK INJURY PREVENTION

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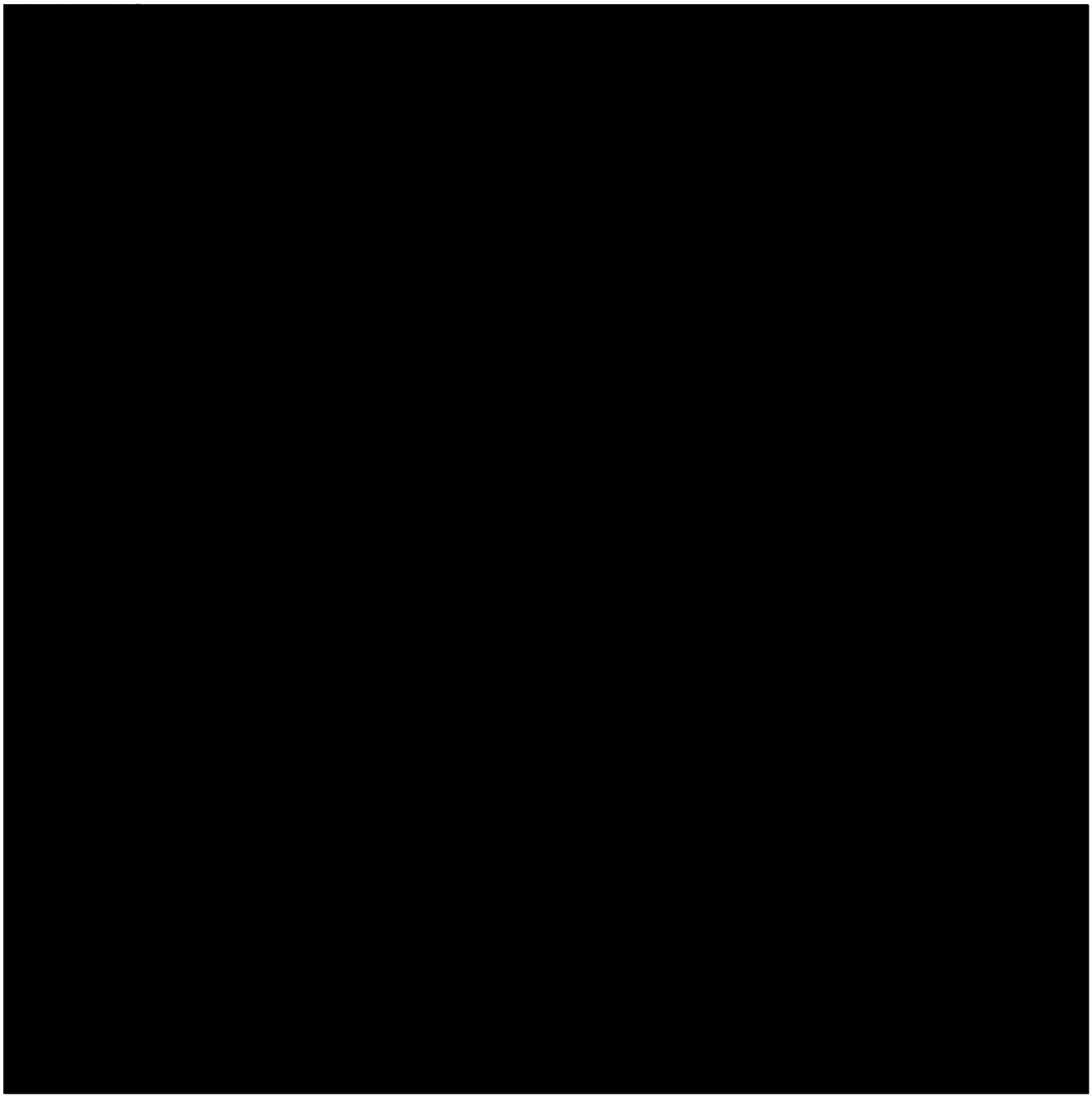


COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 3	
MANUAL		Program Review 2023
Safety Procedures Manual		
DOCUMENT TITLE		
Hand, Electrical, And Pneumatic Tool Safety		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 17		Heidi Dobson

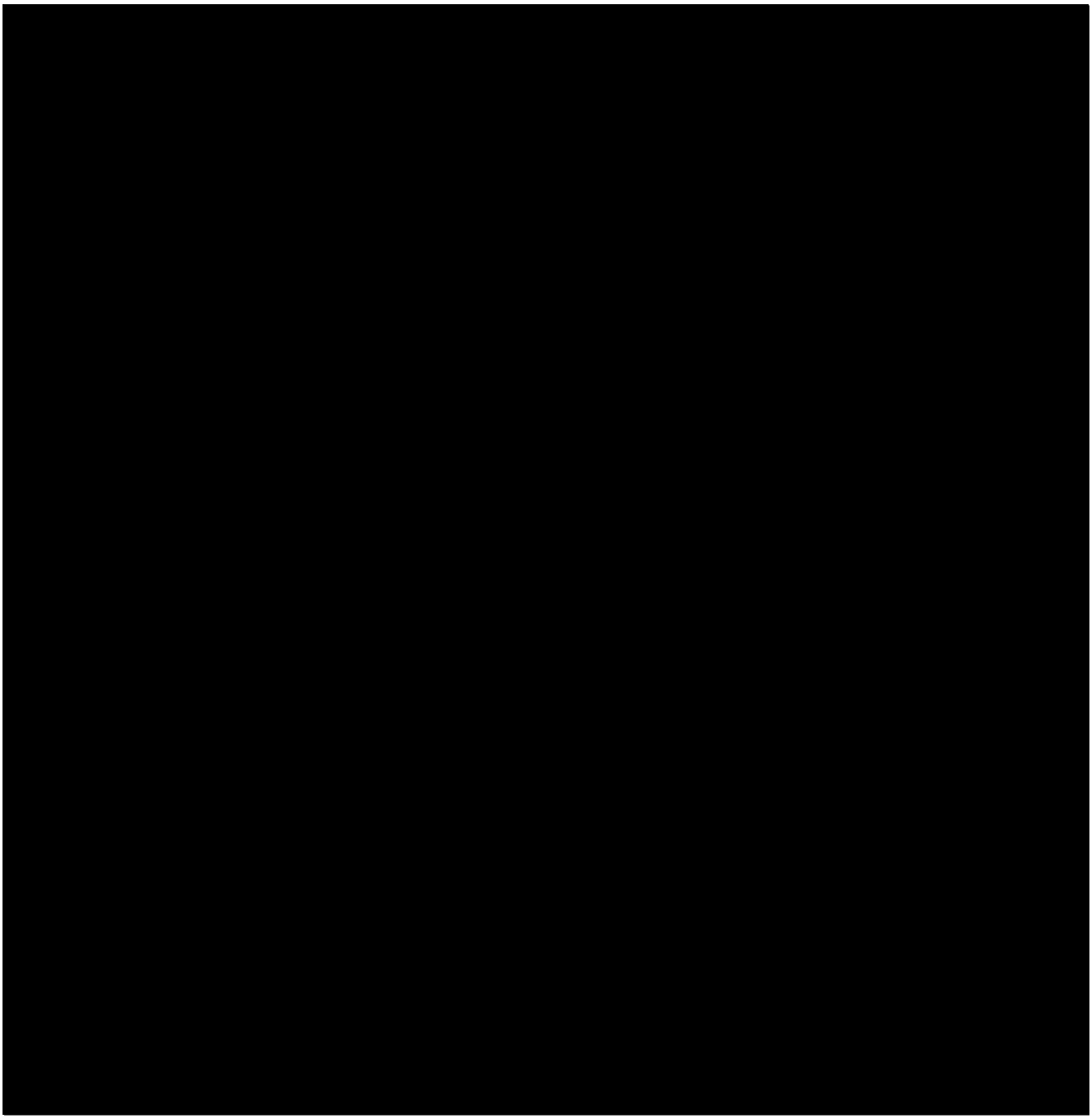
HAND, ELECTRICAL, AND PNEUMATIC TOOL SAFETY

PURPOSE

Tools are an essential part of the equipment used by workers at Garland/DBS, Inc. projects. The purpose of this policy is to establish safe working procedures for hand, electrical, and pneumatic tools to reduce the potential of injuries.



[redacted]



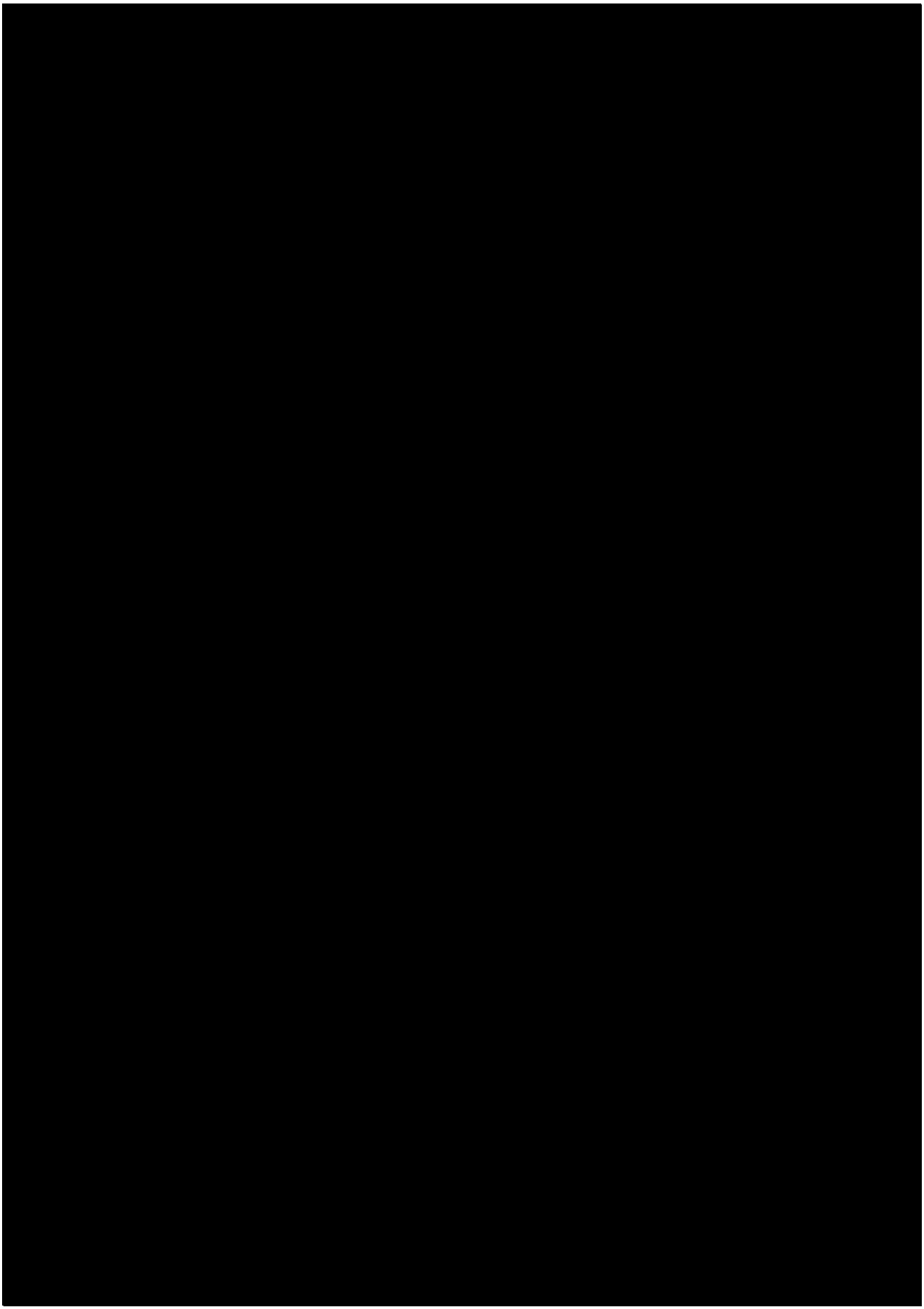
COMPANY	PAGE NUMBER	Revision Number HD 2023
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DOCUMENT TITLE		
Electrical Safety Related Work Practices		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 18		Heidi Dobson

ELECTRICAL SAFETY RELATED WORK PRACTICES

PURPOSE

The purpose of this procedure is to assure the protection of all personnel working around, near, or with electrical circuitry. Safe work practices are designed, and must be used, to prevent accidents and injuries caused by electrical hazards in the workplace.

[redacted]



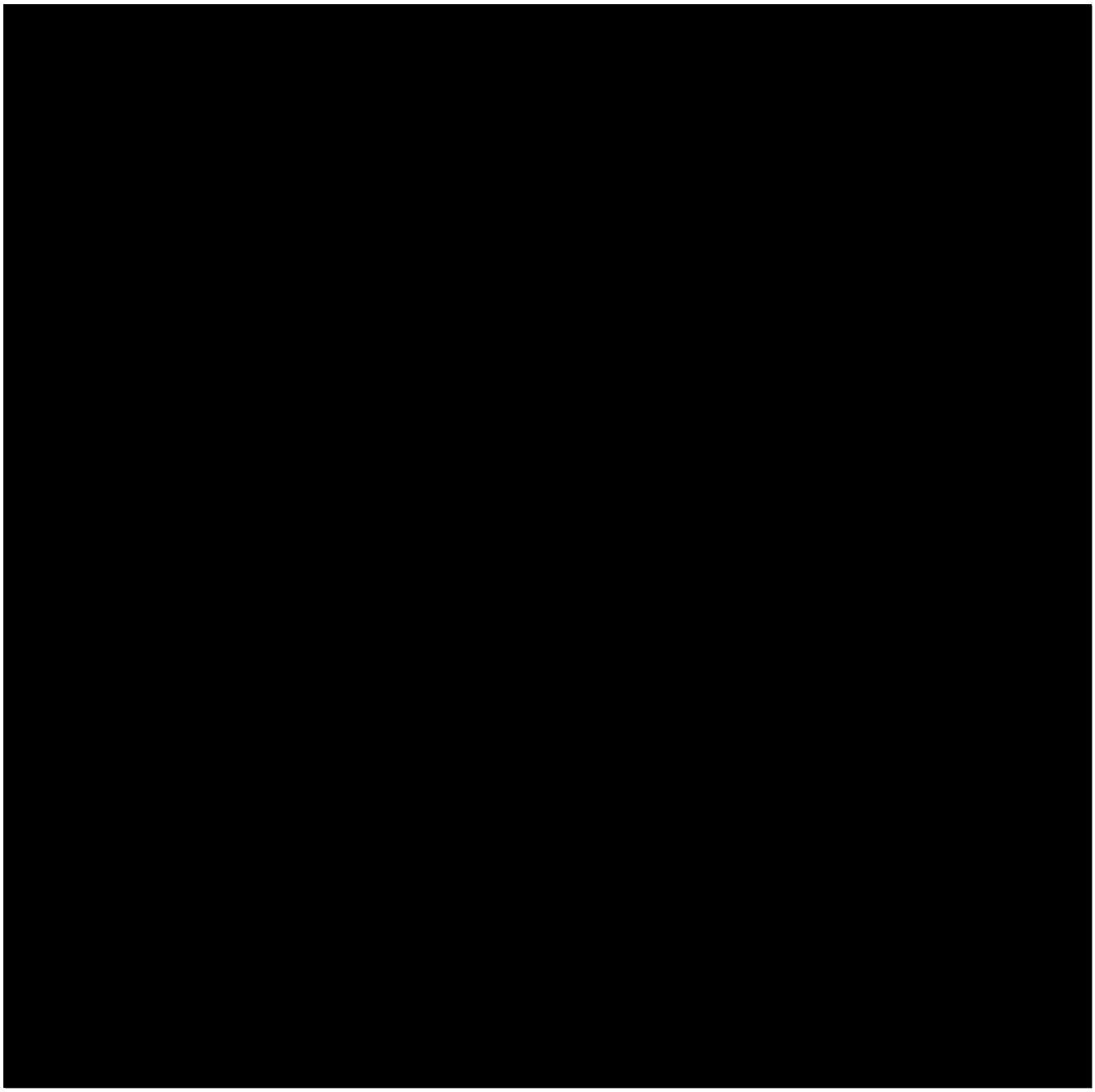
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COMPANY	PAGE NUMBER	Revision Number HD 2023
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MANUAL		Program Review
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DOCUMENT TITLE		
Assured Grounding Program		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 19		Heidi Dobson

ASSURED GROUNDING PROGRAM

PURPOSE

The purpose of this procedure is to establish a standardized program for ground fault protection on all project sites, to protect workers from electrical hazards associated with 120V AC current.



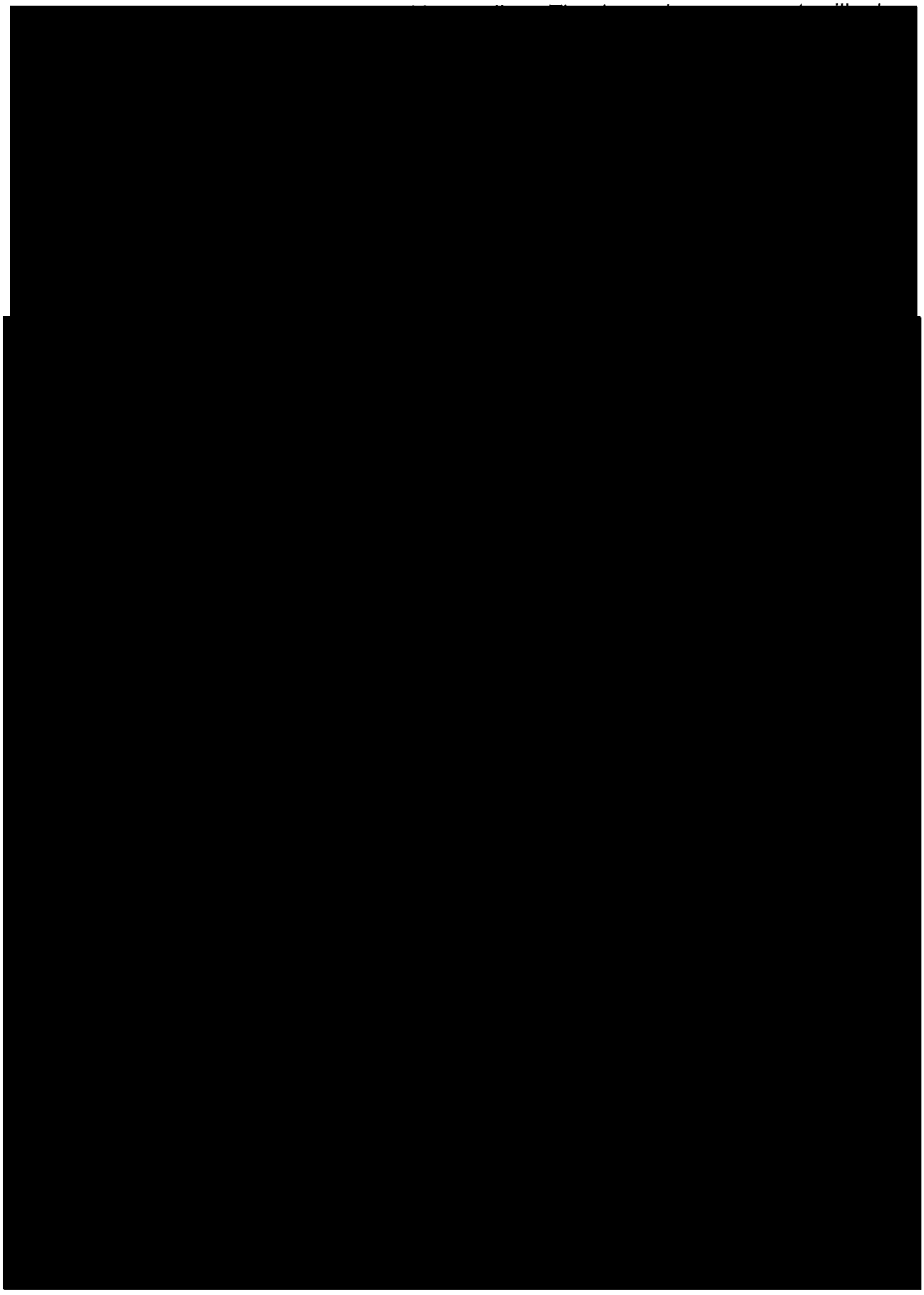


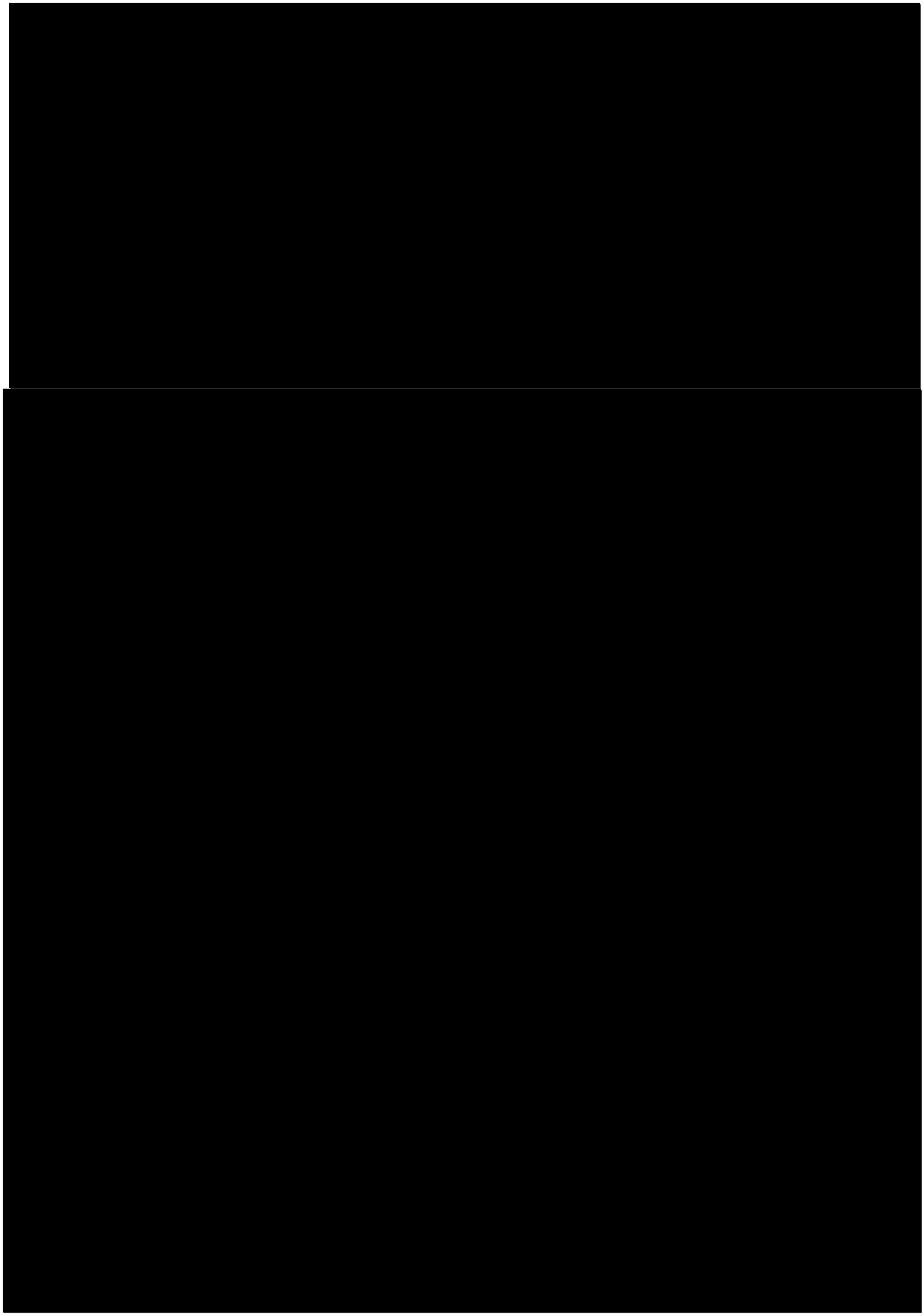
COMPANY	PAGE NUMBER	Revision Number HD 2023
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MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE Crane And Hoist Safety		
DOCUMENT NUMBER SPM 20		SAFETY COORDINATOR Heidi Dobson

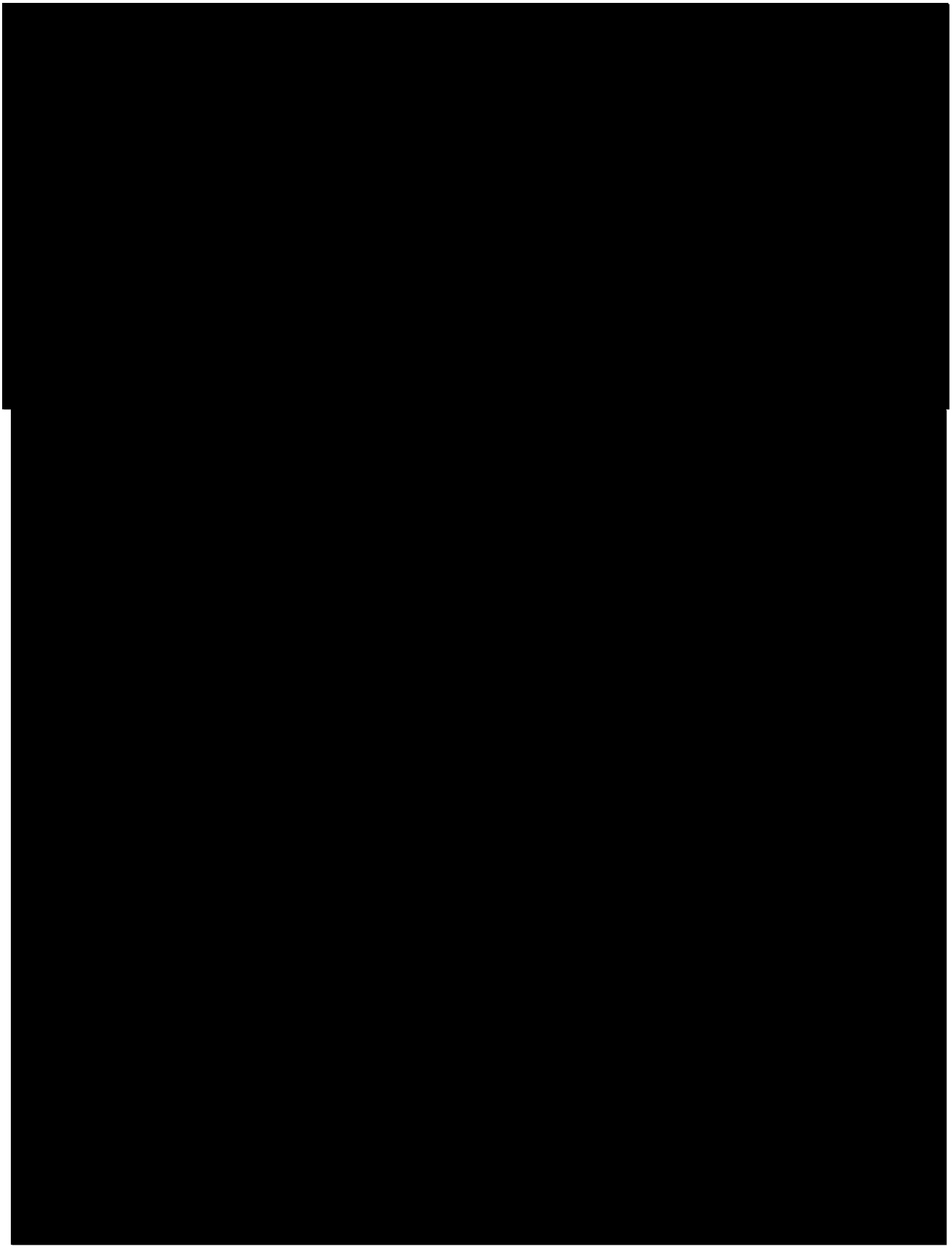
LIFTING and MOBILE EQUIPMENT

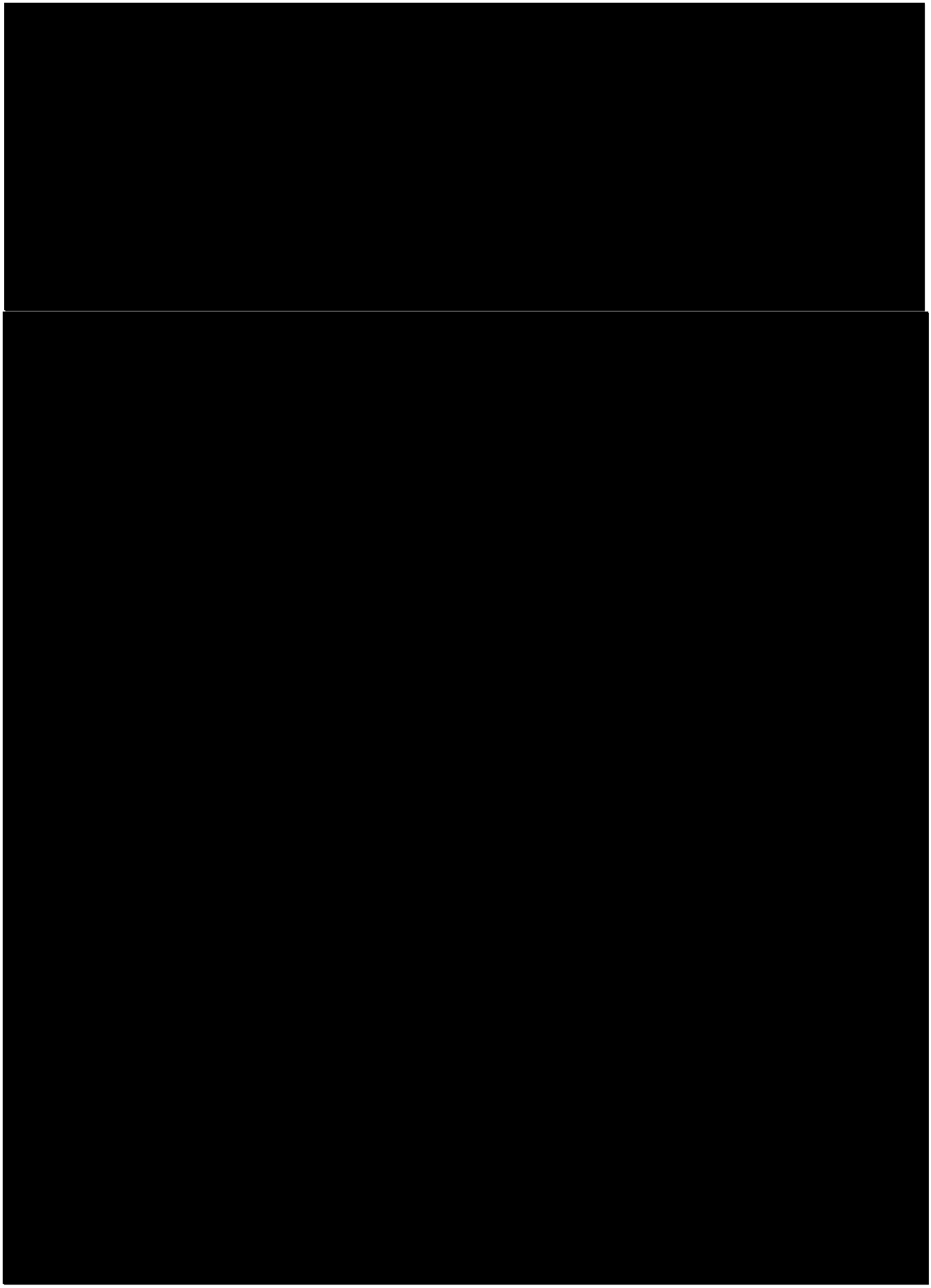
CRANE and HOIST SAFETY

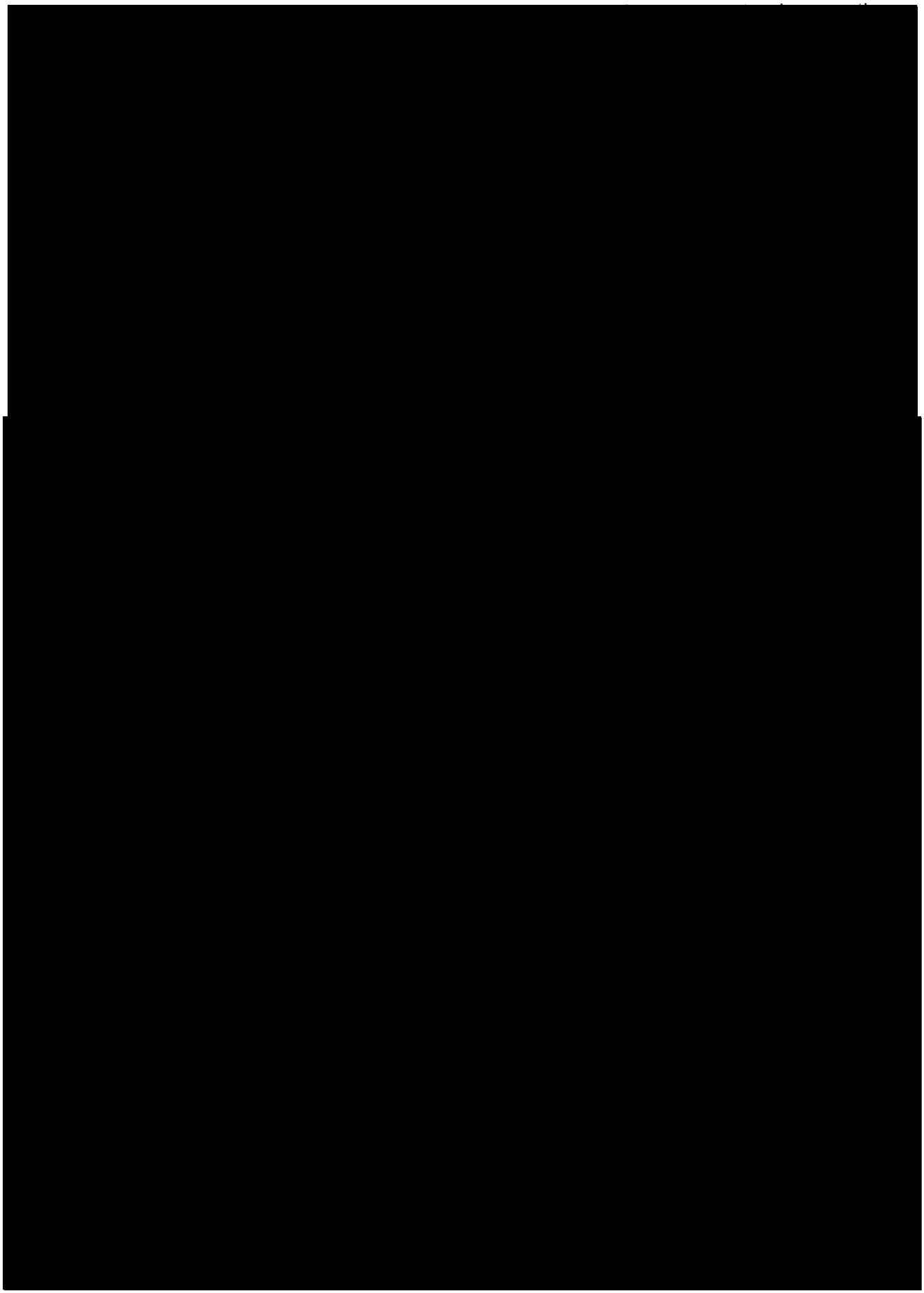
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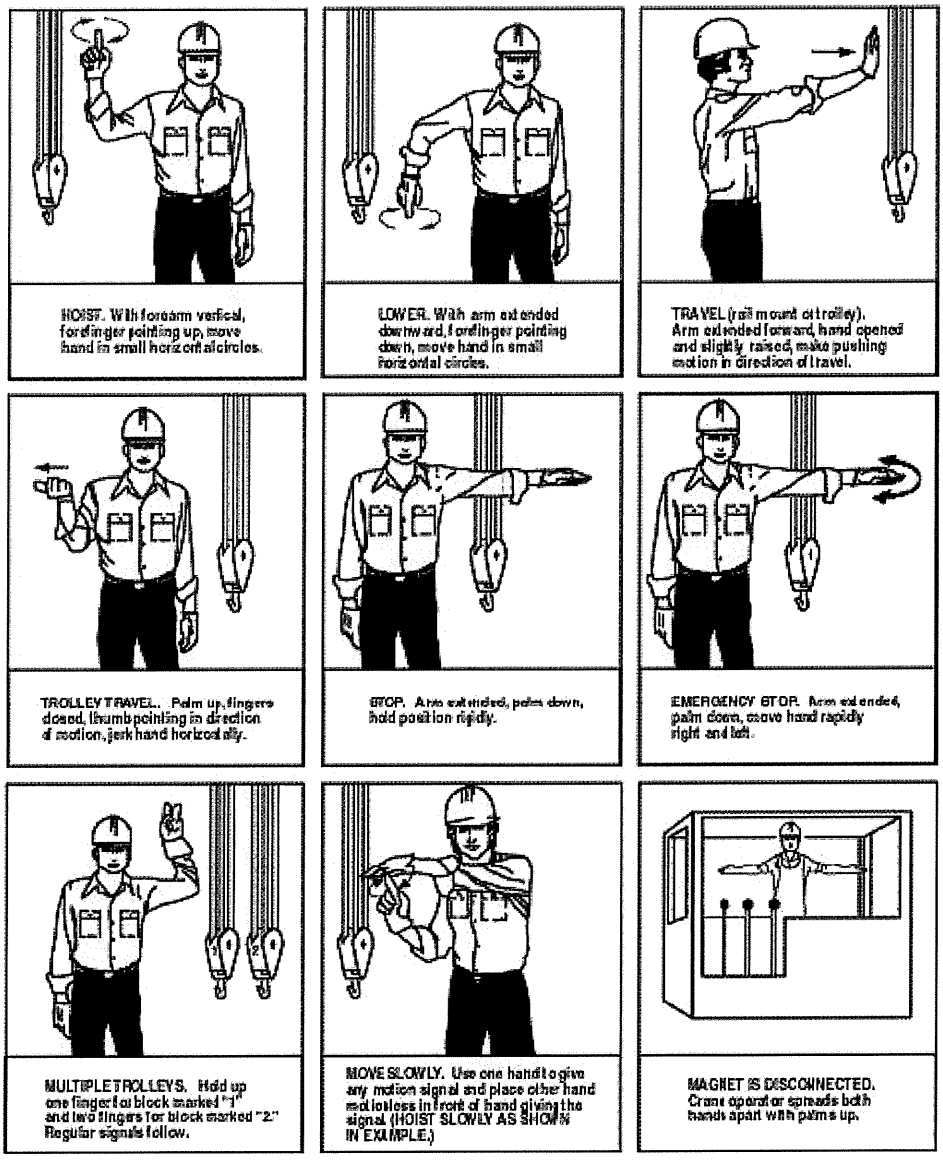






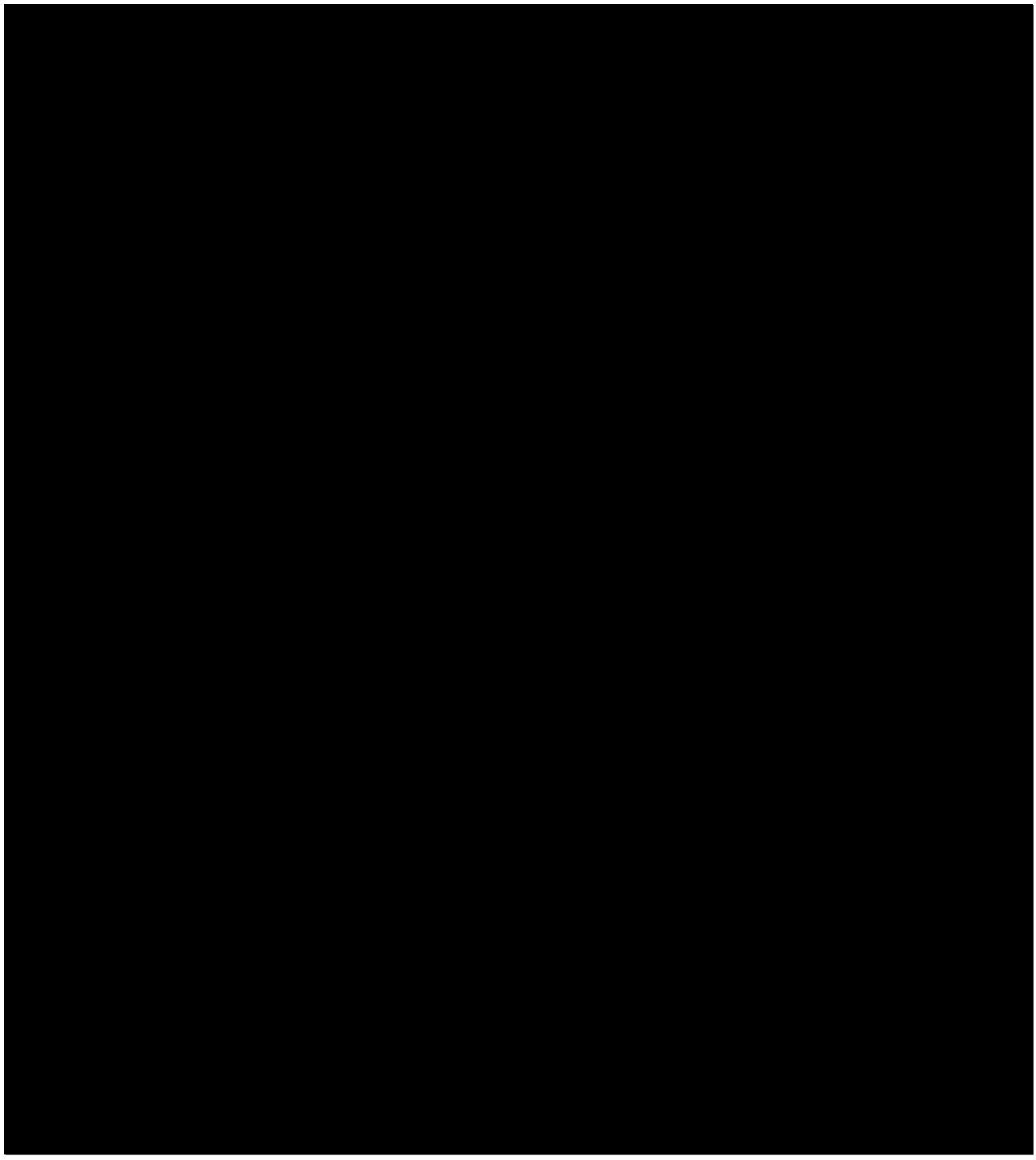
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HOIST. With forearm vertical, forefinger pointing up, move hand in small horizontal circles.
LOWER. With arm extended downward, forefinger pointing down, move hand in small horizontal circles.
TRAVEL (rail mount ot trolley). Arm extended forward, hand opened and slightly raised, make pushing motion in direction of travel.
TROLLEY TRAVEL. Palm up, fingers closed, thumb pointing in direction of motion, jerk hand horizontally.
STOP. Arm extended, palm down, hold position rigidly.
EMERGENCY STOP. Arm extended, palm down, move hand rapidly right and left.
MULTIPLE TROLLEYS. Hold up one finger for block marked "1" and two fingers for block marked "2." Regular signals follow.
MOVE SLOWLY. Use one hand to give any motion signal and place other hand motionless in front of hand giving the signal. (HOIST SLOWLY AS SHOWN IN EXAMPLE.)
MAGNET IS DISCONNECTED. Crane operator spreads both hands apart with palms up.

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DOCUMENT TITLE Ladder Safety		
DOCUMENT NUMBER SPM 21		SAFETY COORDINATOR Heidi Dobson

LADDER SAFETY







[redacted]

Ladder Inspection Checklist

General	Needs Repair	Condition OK
Loose steps or rungs (considered loose if they can be moved at all by hand)		
Loose nails, screws, bolts, or other metal parts		
Cracked, split, or broken uprights, braces, steps, or rungs		
Slivers on uprights, rungs, or steps		
Damaged or worn non-slip bases		
Stepladders		
Wobbly (from side strain)		
Loose or bent hinge spreaders		
Stop on hinge spreaders broken		
Broken, split, or worn steps		
Loose hinges		
Extension Ladders		
Loose, broken, or missing extension locks		
Defective locks that do not seat properly when ladder is extended		
Deterioration of rope, from exposure to destructive agents		
Sectional Ladders		
Worn or loose metal parts		
Wobbly		

Comments
Date ladder was repaired and returned to service:

Inspector: _____

Date of Inspection: _____

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DOCUMENT TITLE Scaffold Users Safety Program		
DOCUMENT NUMBER SPM 22		SAFETY COORDINATOR Heidi Dobson

SCAFFOLD USERS SAFETY PROGRAM

PURPOSE

This procedure establishes guidelines for employee protection while working on or around scaffolds, and shall be applicable to all Garland/DBS, Inc. employees, subcontractors, and visitors.

[redacted]





Front Back



Front Back


REF.#
DATE
SCAFFOLD INCOMPLETE
DO NOT USE
For Information Contact:


CAUTION
THIS SCAFFOLD DOES NOT MEET FEDERAL/STATE OSHA SPECIFICATIONS
ALL EMPLOYEES WORKING FROM THIS SCAFFOLD MUST WEAR AND USE AN APPROVED SAFETY HARNESS
DO NOT ALTER
DATE:
AUTHORIZED SIGNATURE:
COMMENTS:
CAUTION
REASONS FOR USING CAUTION TAG:
IT IS UNLAWFUL TO REMOVE OR INTERFERE WITH THIS SAFETY SYSTEM.
SIGN:

Front Back



Front Back



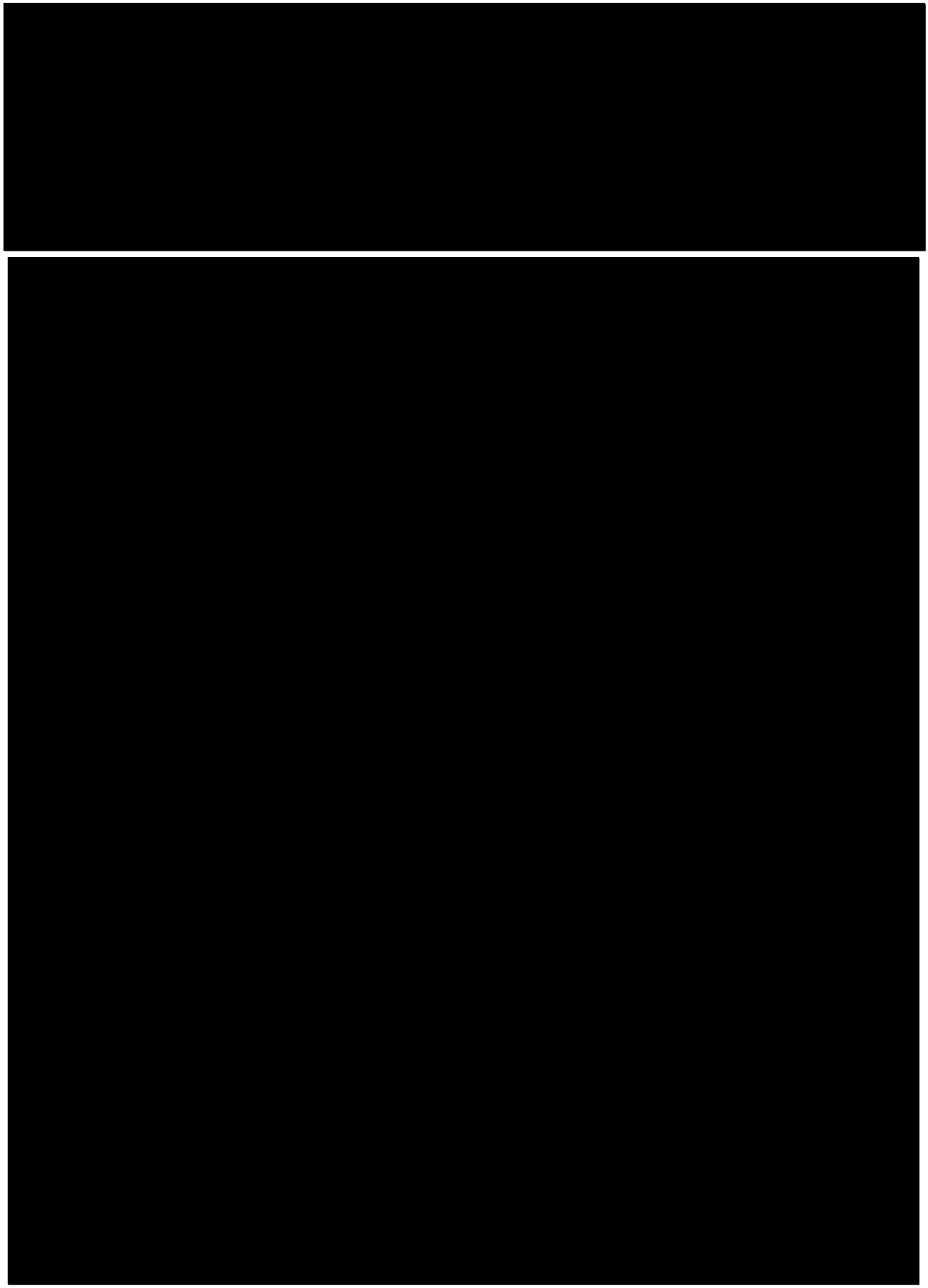
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DOCUMENT TITLE		
Fall Protection Program		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 23		Heidi Dobson

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Full Body Harness and Lanyard Inspection Criteria

Harness Webbing	*Yes*	*No*
Cuts		
Fraying		
Abrasion		
Burns		
Damaged Stitching		
Chemical Exposure		
Harness Hardware		
Deformed		
Corrosion		
Rust		
Chemical Exposure		
Lanyard Double Latch Hook		
Gate Works Freely		
Lock Works Correctly		
Deformed		
Corrosion		
Rust		
Chemical Exposure		
Lanyard Webbing		
Cuts		
Fraying		
Abrasion		
Damaged Stitching		

NOTE: Any harness or lanyard that has been subject to a fall shall be immediately removed from service.

INSPECTOR:_____

DATE OF INSPECTION: _____

COMPANY	PAGE NUMBER	Revision Number HD 2023
Garland/DBS, Inc.	1 of 7	
MANUAL Safety Procedures Manual		Program Review 2023
DOCUMENT TITLE **Work Platforms and Aerial Lifts**		
DOCUMENT NUMBER SPM 24		SAFETY COORDINATOR Heidi Dobson

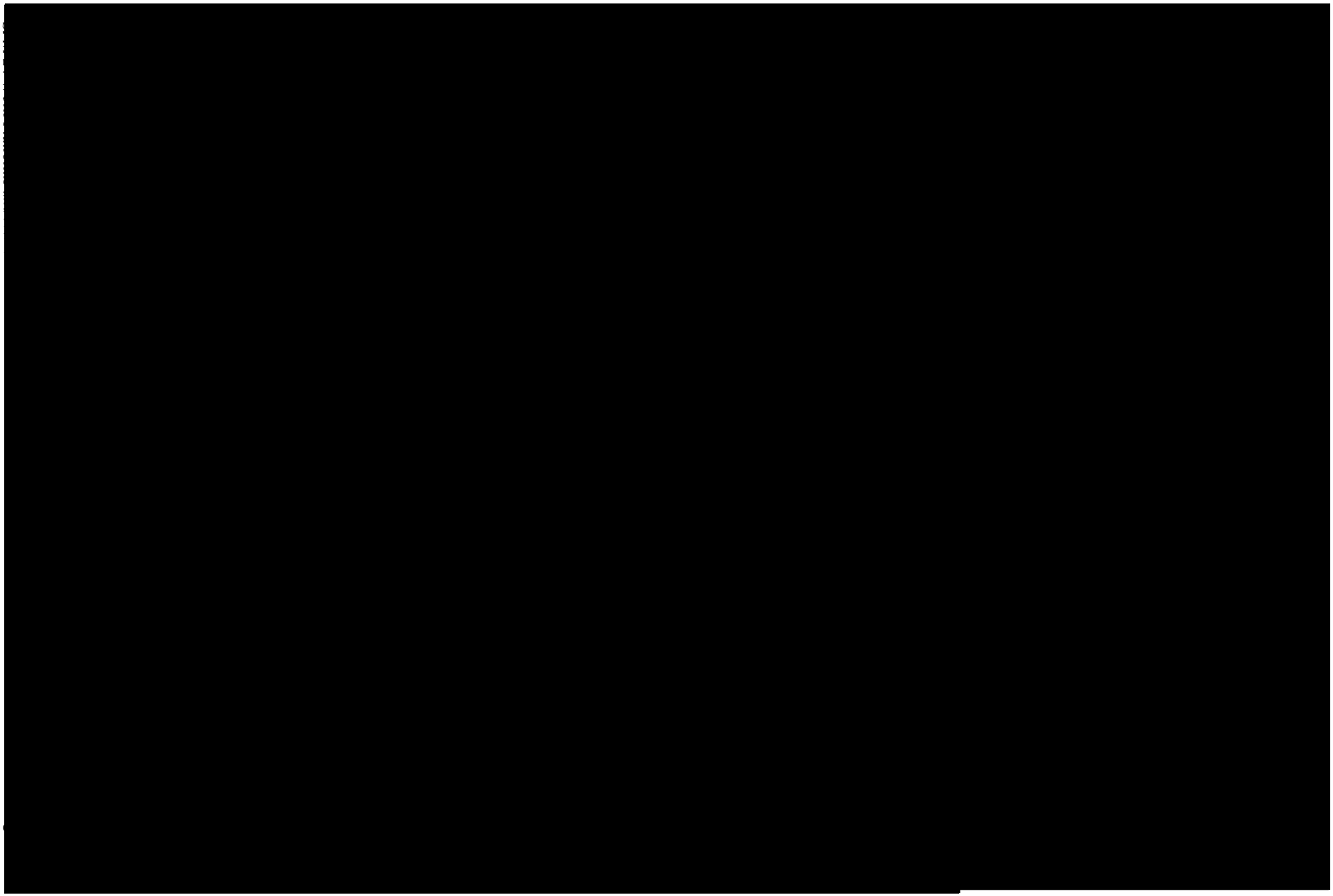
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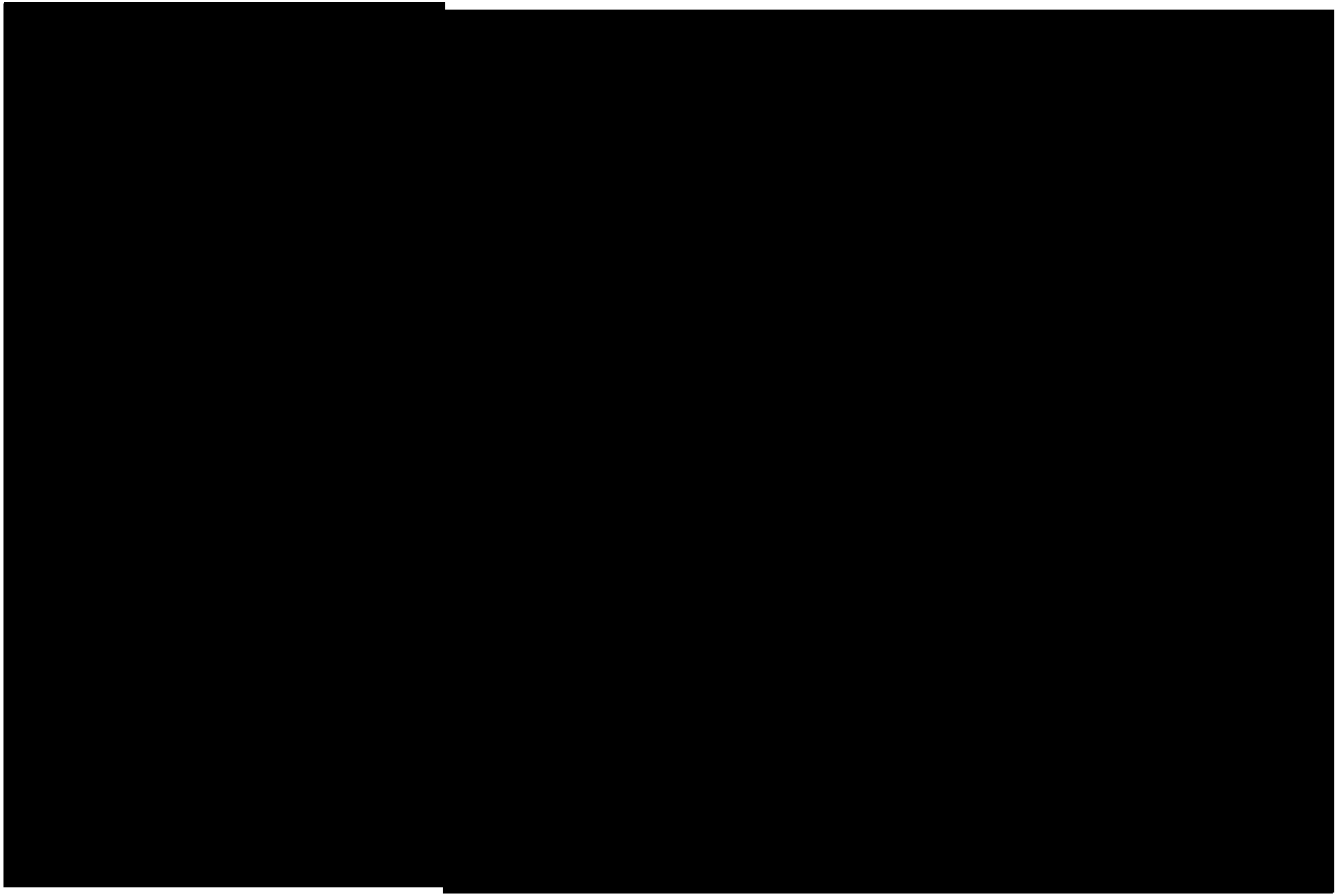


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assessment.

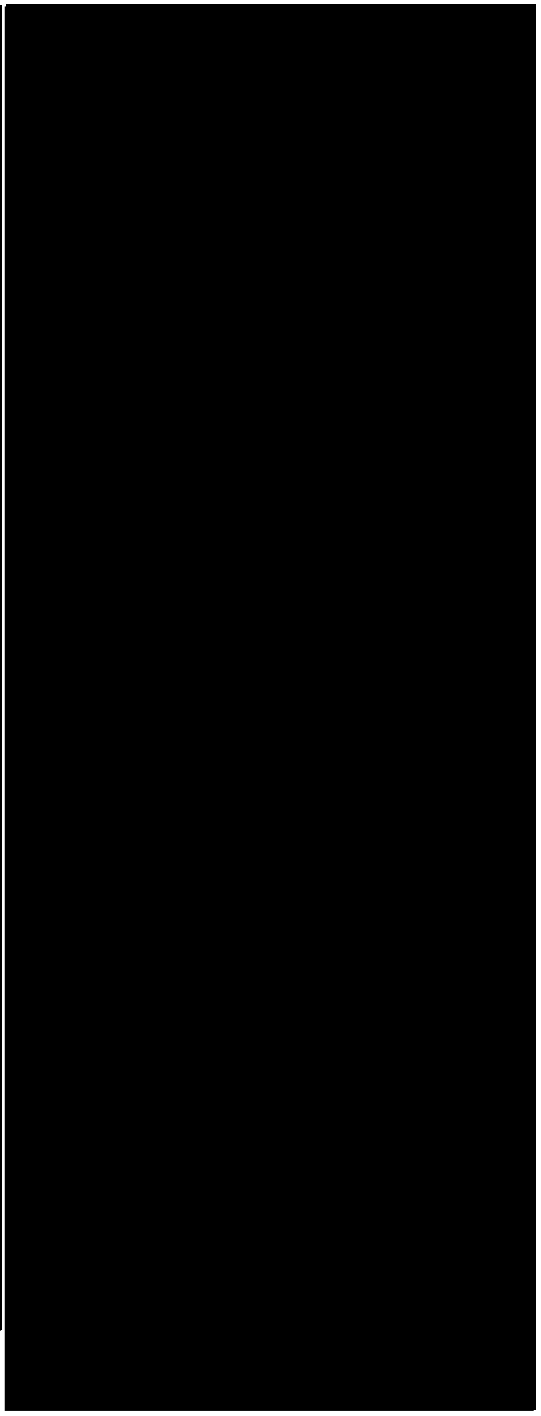


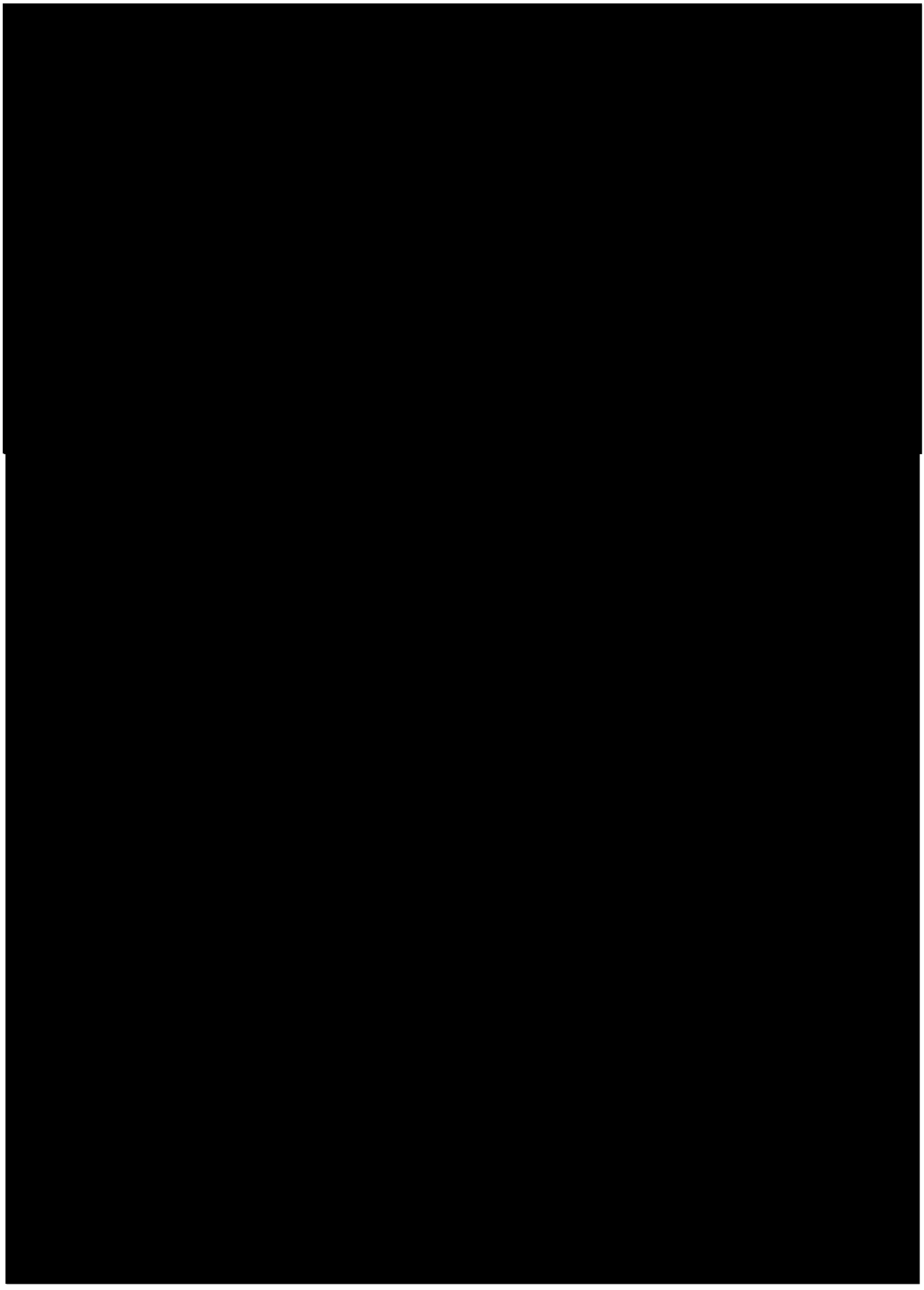




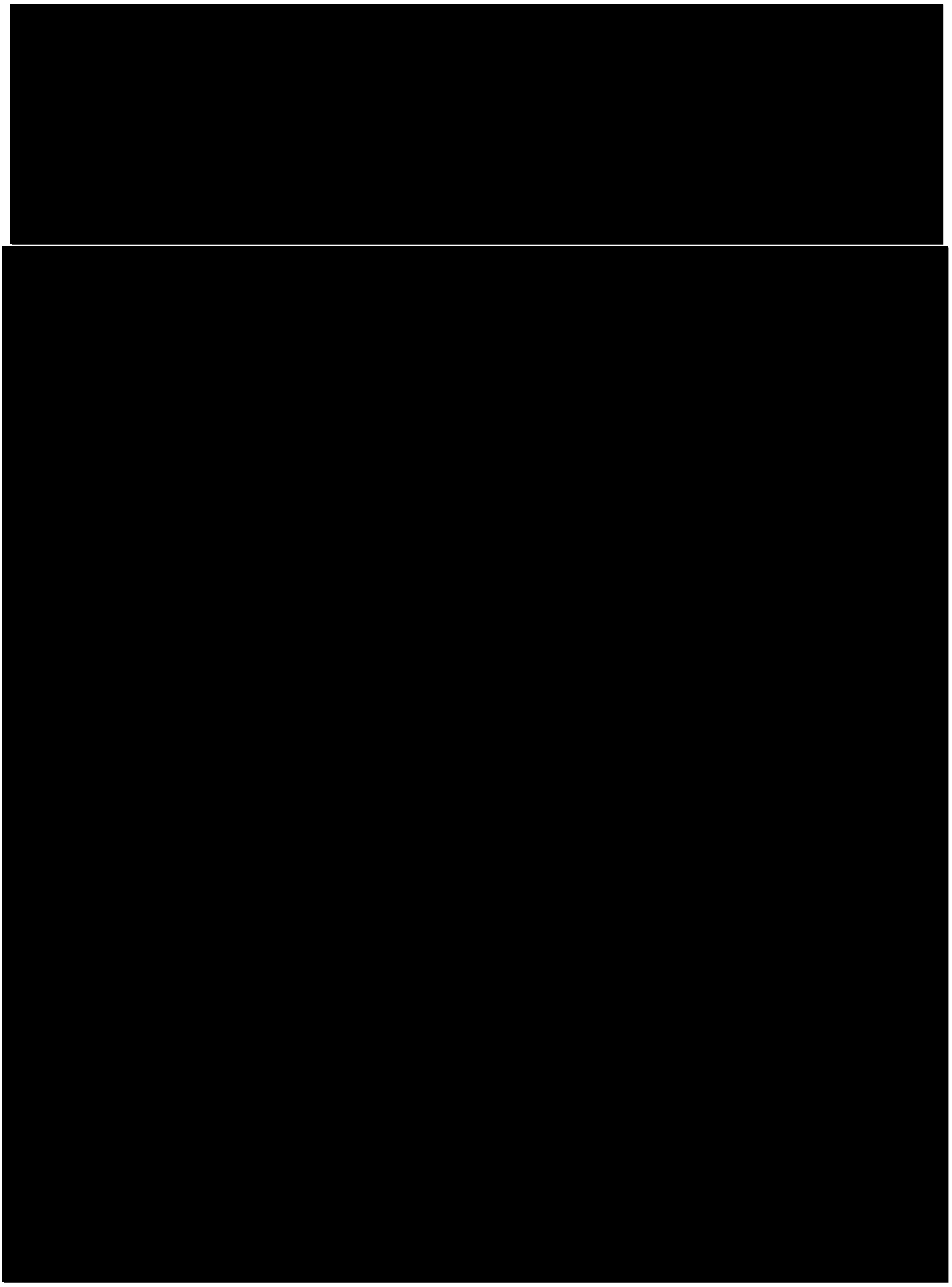


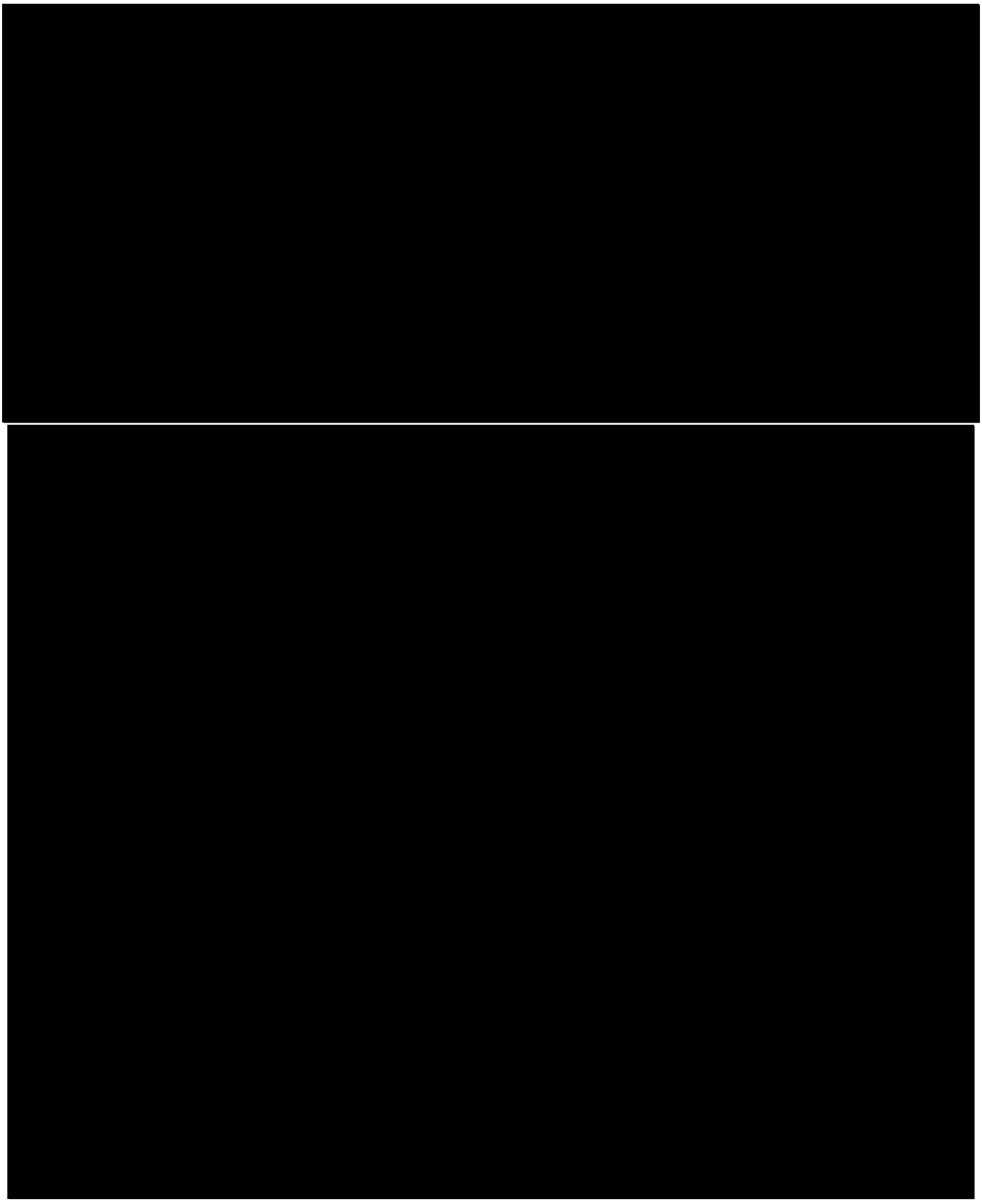


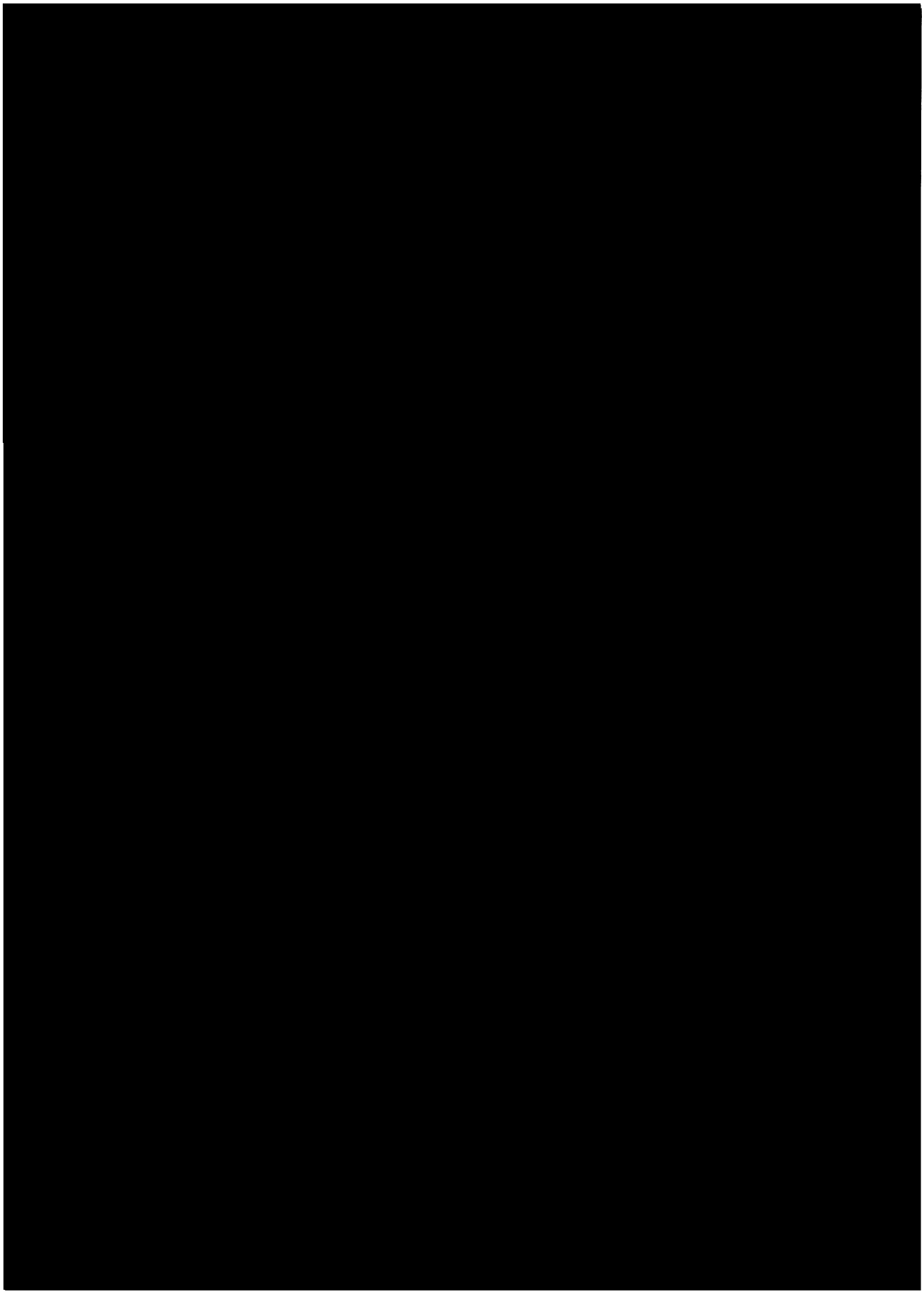




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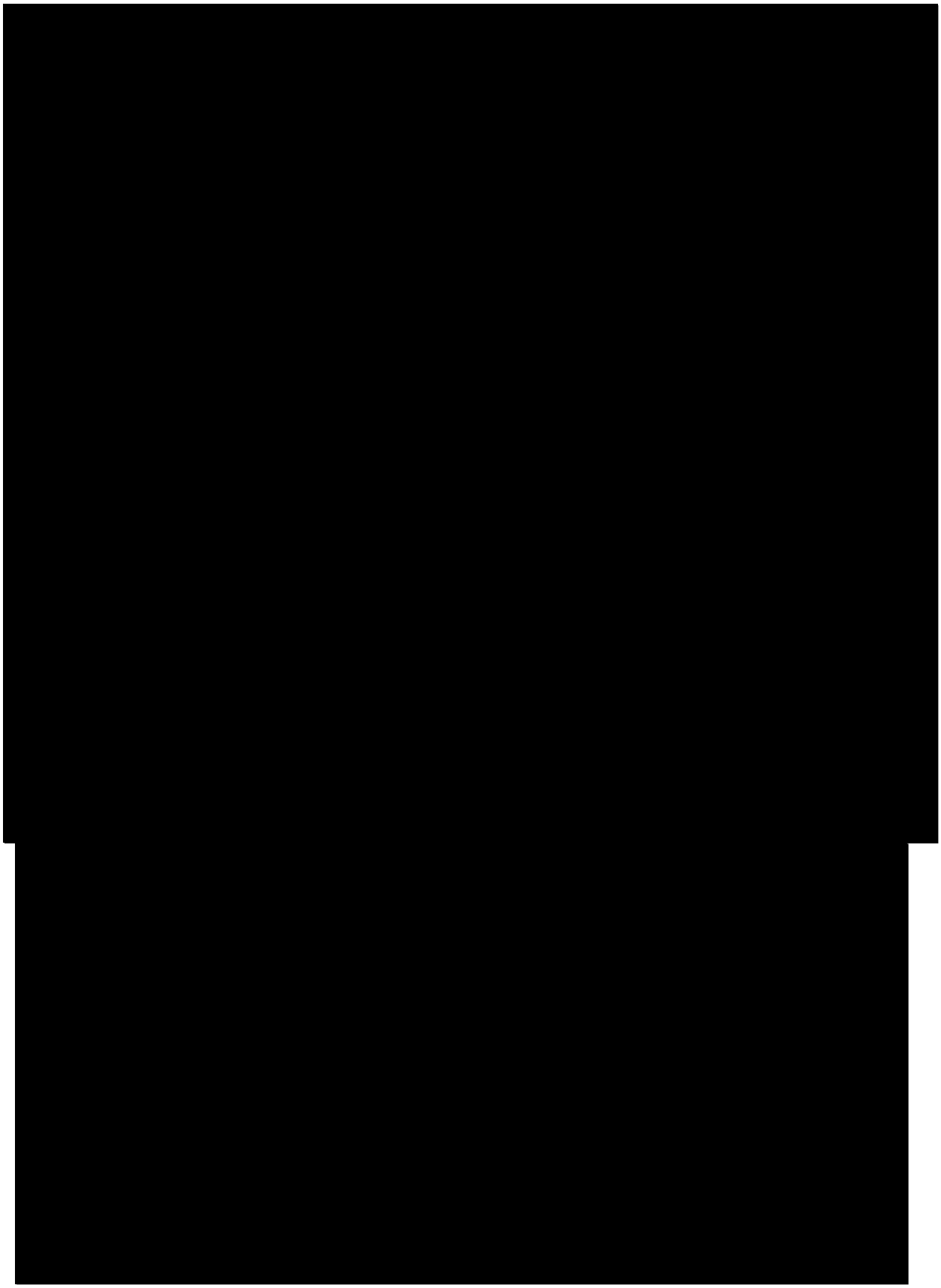




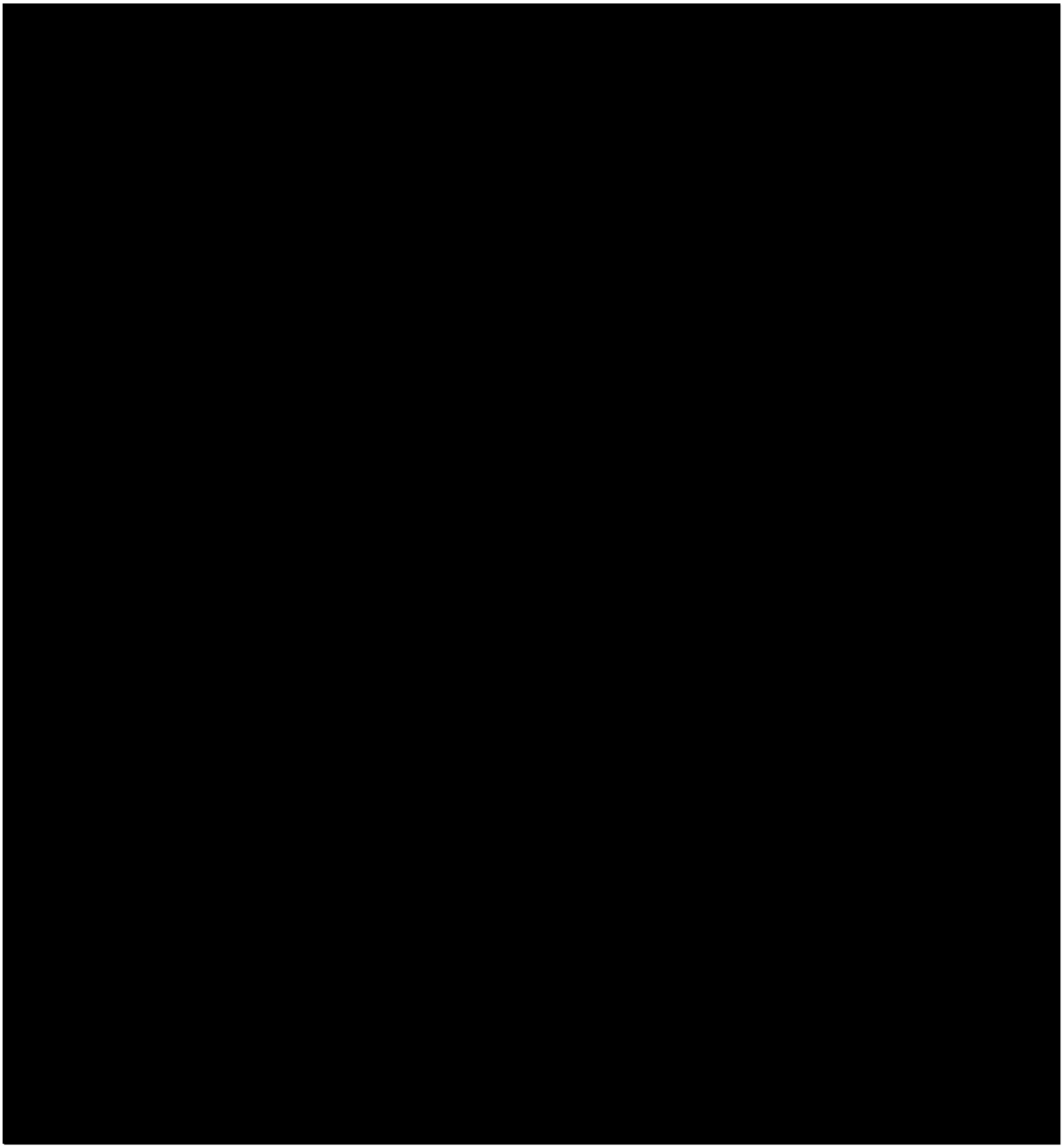
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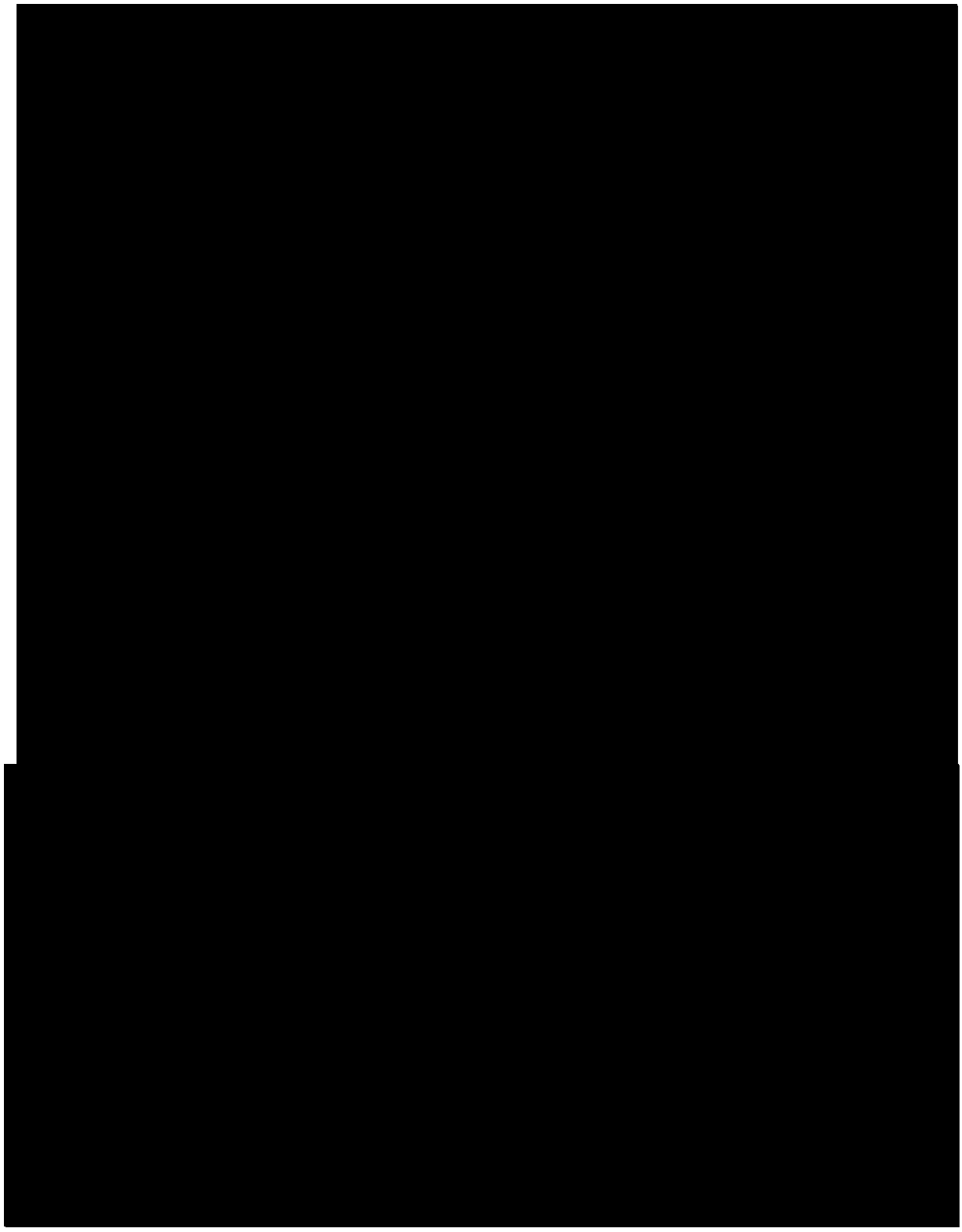


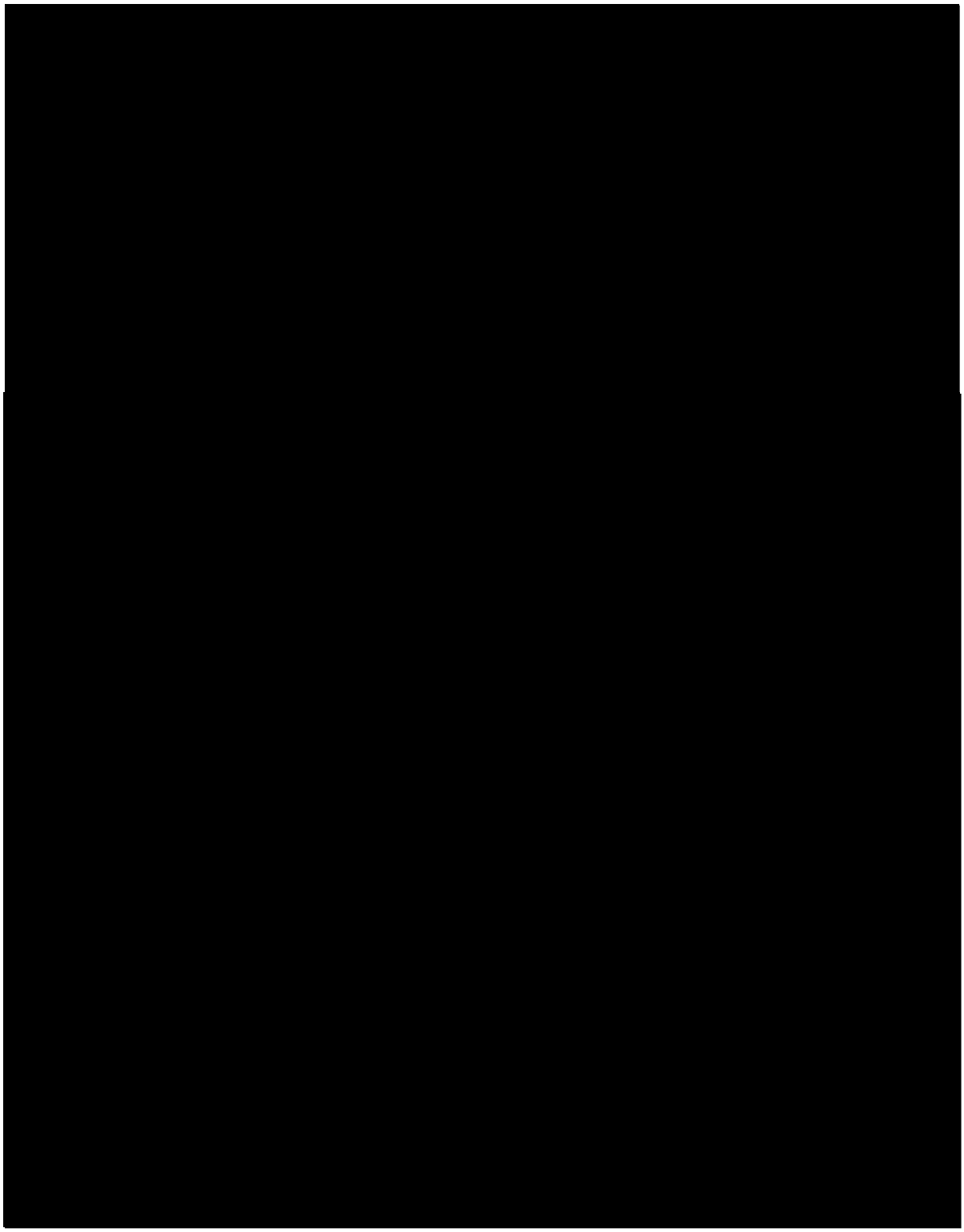




COMPANY Garland/DBS, Inc.	PAGE NUMBER 1 of 6	Revision Number HD2023
MANUAL Safety Procedures Manual		PROGRAM REVEIW 2023
DOCUMENT TITLE Drug and Alcohol Policy		
DOCUMENT NUMBER SPM 28		SAFETY COORDINATOR Heidi Dobson

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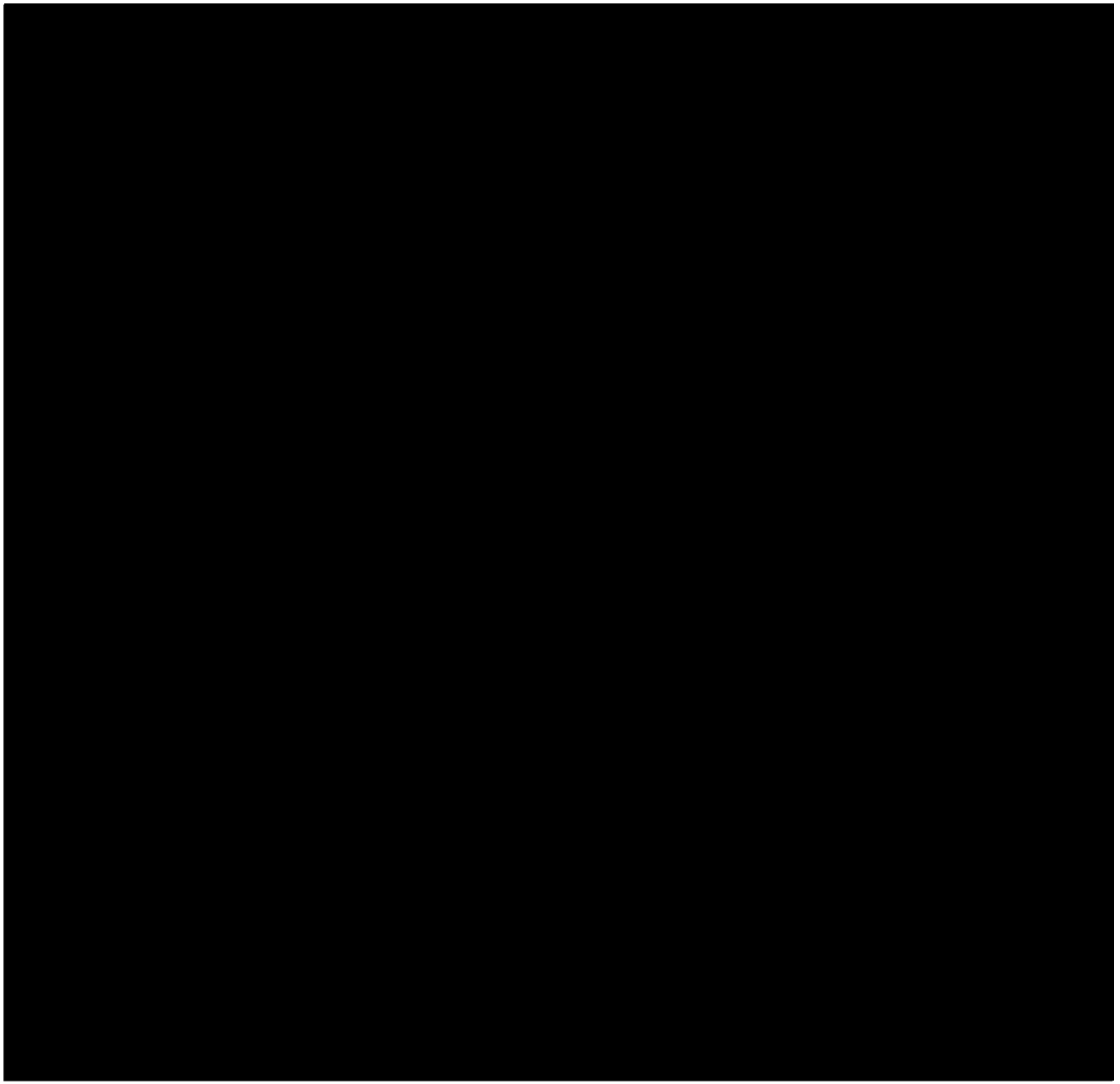




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based on the employee's customary schedule.

[redacted]



Garland/DBS, Inc.

3800 E. 91st Street •

Cleveland, OH 44105

Phone: 1866) 327-0306 •

Fax: 1216) 883-2055

Policy/Program Acknowledgment (Read)

Name (Printed)

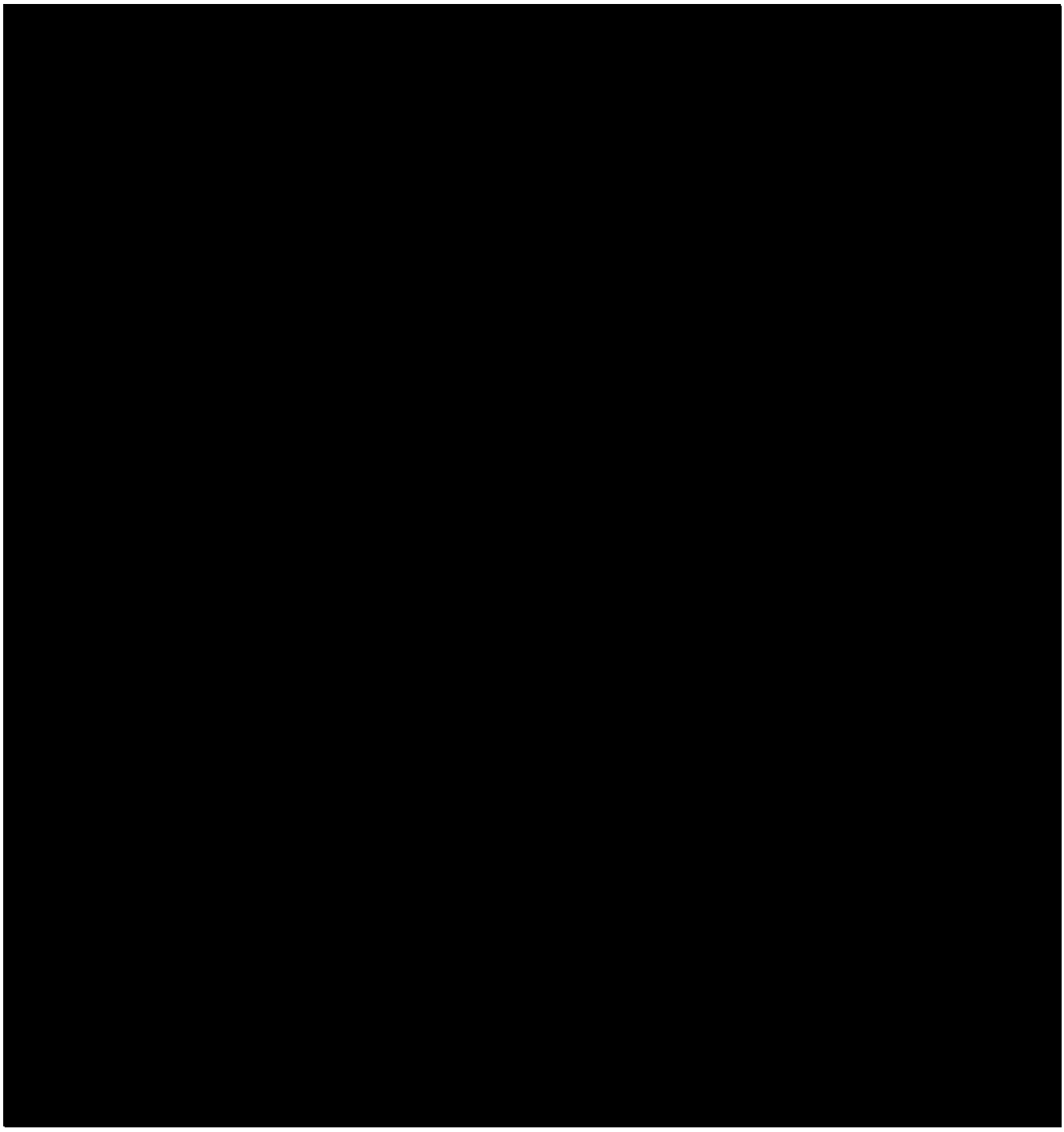
By signing this acknowledgment, I am certifying that I have read and understand the Employee Safety Manual & Drug and Alcohol Policy. I am agreeing to all terms and responsibilities within.

Signature **Date**

(Remove and retain this sheet indefinitely in the employee's personnel file)

COMPANY	PAGE NUMBER	Revision Number HD2023
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DOCUMENT TITLE		
Medical Services & First Aid Policy		
DOCUMENT NUMBER		SAFETY COORDINATOR
SPM 29		Heidi Dobson

[redacted]



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MANUAL Safety Procedures Manual		PROGRAM REVEIW 2023
DOCUMENT TITLE Hot Work Program		
DOCUMENT NUMBER SPM 31		SAFETY COORDINATOR Heidi Dobson

HOT WORK PROGRAM

This program applies to the following applications:

BRAZING, TORCH CUTTING, GRINDING, SOLDERING, THAWING OF PIPES, OPEN FLAME APPLIED ROOFING AND ANY OTHER TYPE OF "HOT WORK"

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1.2 Scope
2.0 Responsibilities
2.1 Company
2.2 Fire Safety Supervisors, Managers
2.3 Individuals Performing Hot Work
2.4 Spark Watchers
2.5 Fire Safety Supervisors
3.0 Personal Protective Equipment
4.0 Company Hot Work Procedures
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4.4 After Hot Work
4.5 Prohibited Hot Work Areas
4.6 Storage of Cylinders
5.0 Training
5.1 Individuals Performing Hot Work and Sparkwatchers
5.2 Contractors
6.0 Record Keeping
6.1 Company Hot Work Permits
6.2 Training
7.0 Hot Work Audit Sheet

APPENDICES

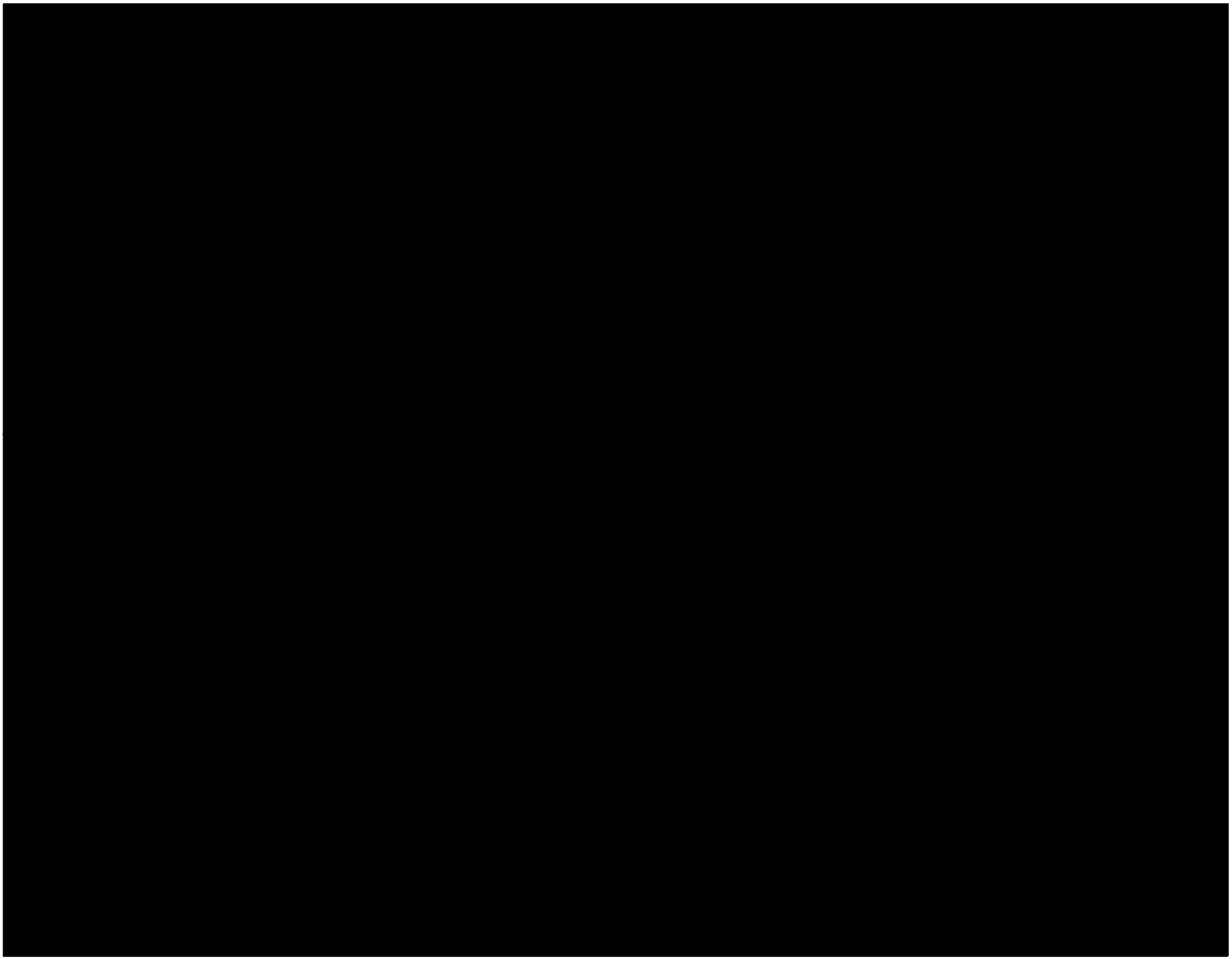
Appendix A: Training Log Sheet
Appendix B: Company Hot Work Permit
Appendix C: Employee acknowledgement form
Appendix D: Sample contractor letter to contractor
Appendix E: Hot Work Audit Sheet

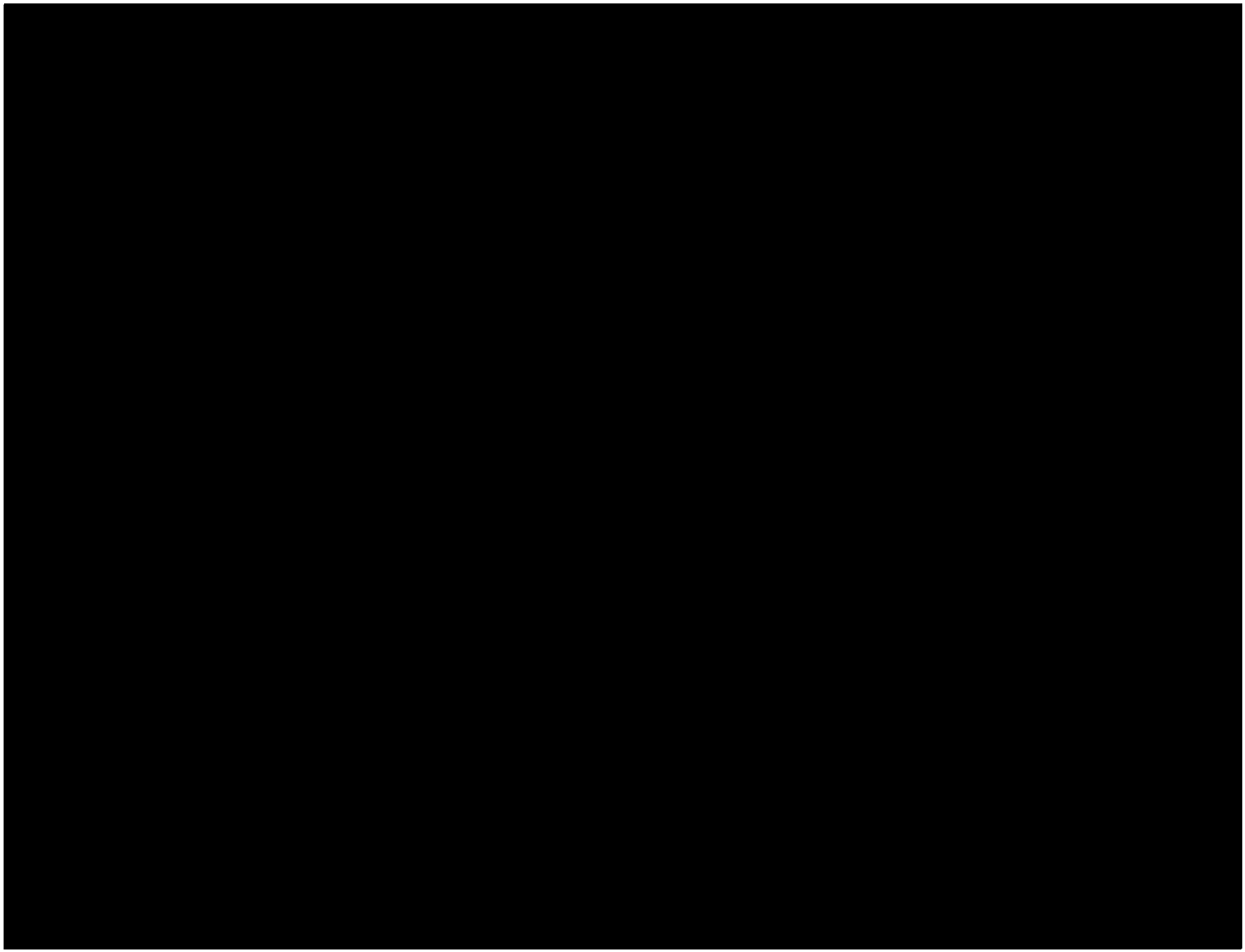


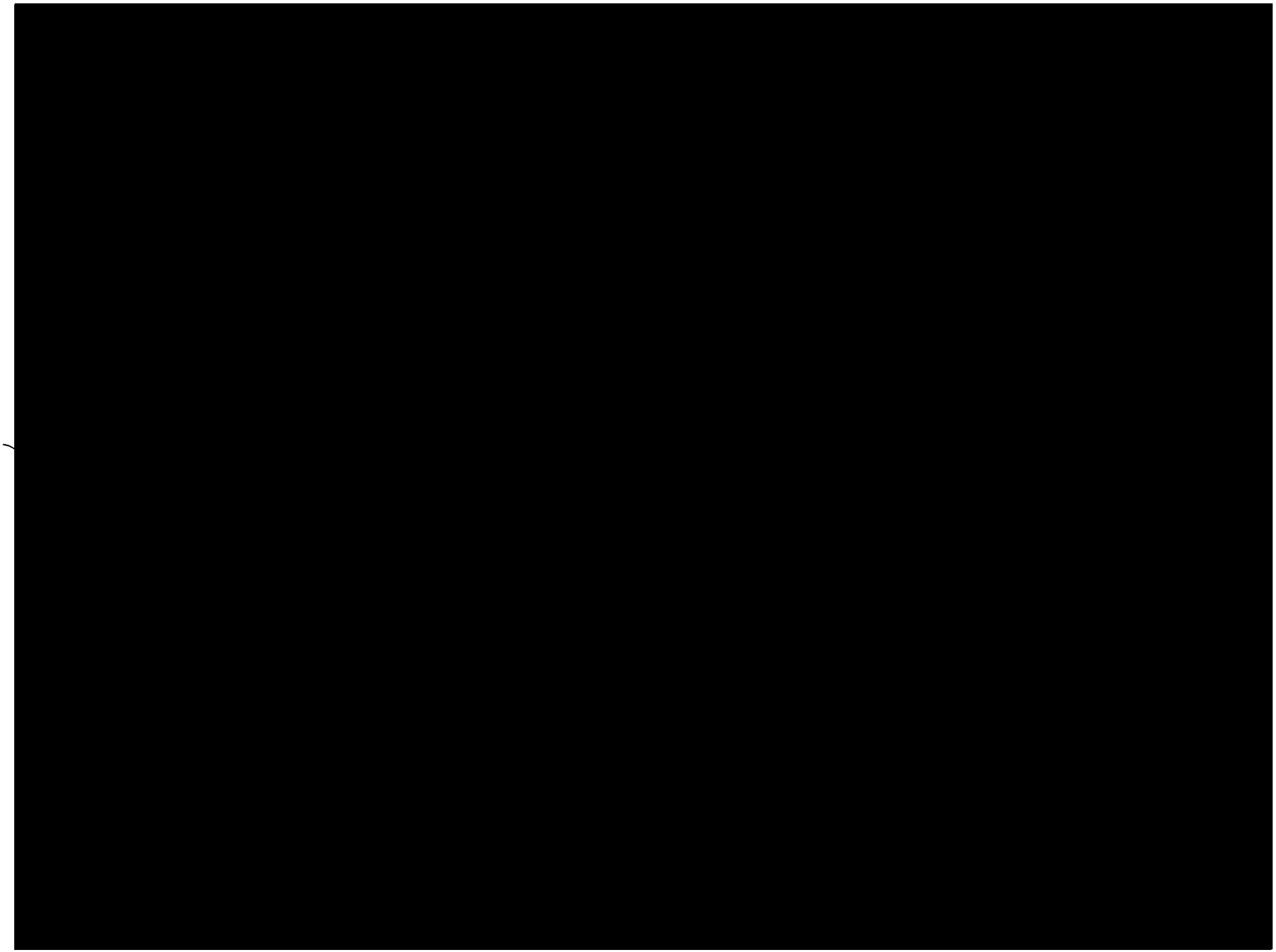
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2.4.7 Completion of the appropriate section of the hot work permit.

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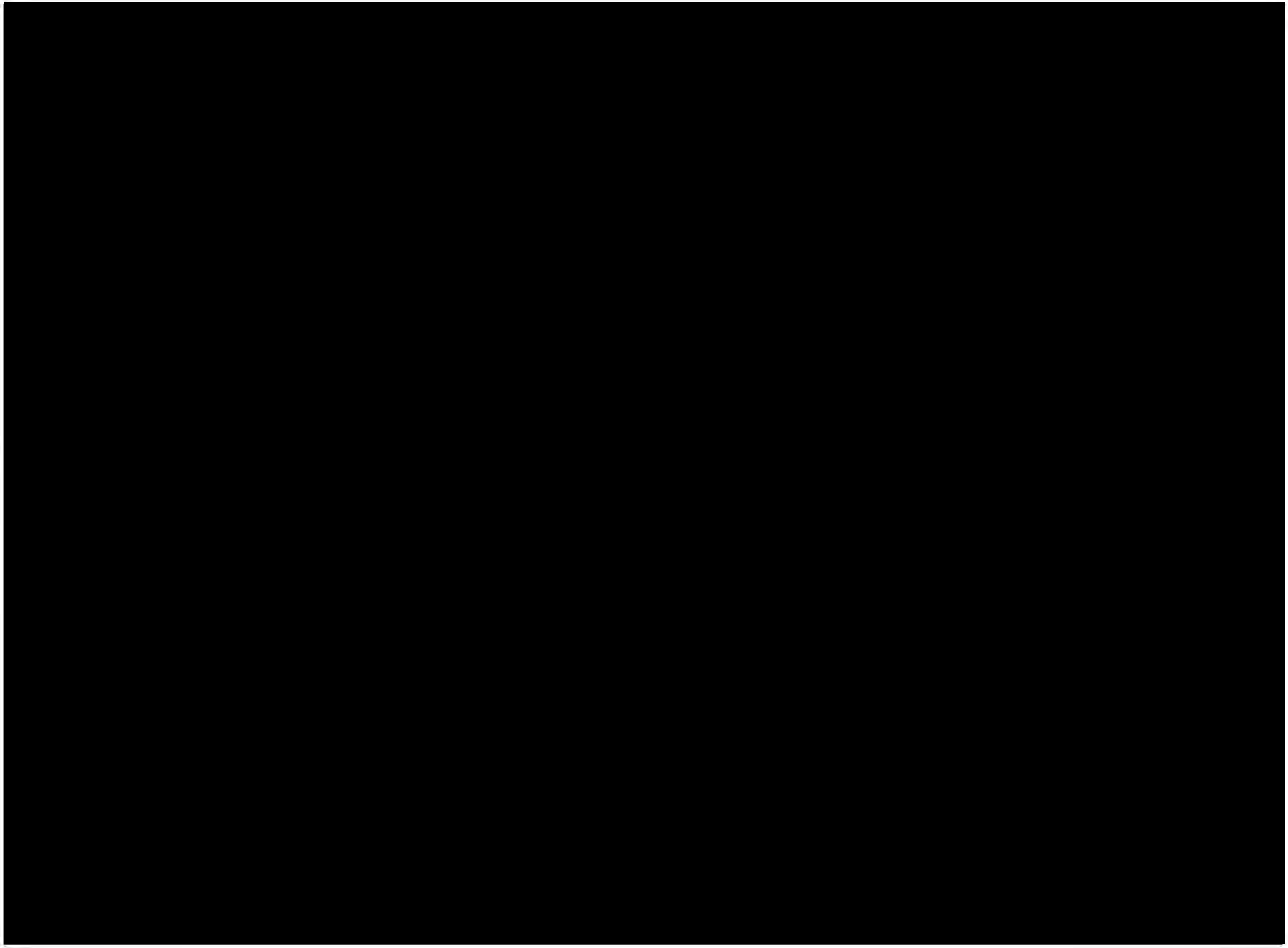


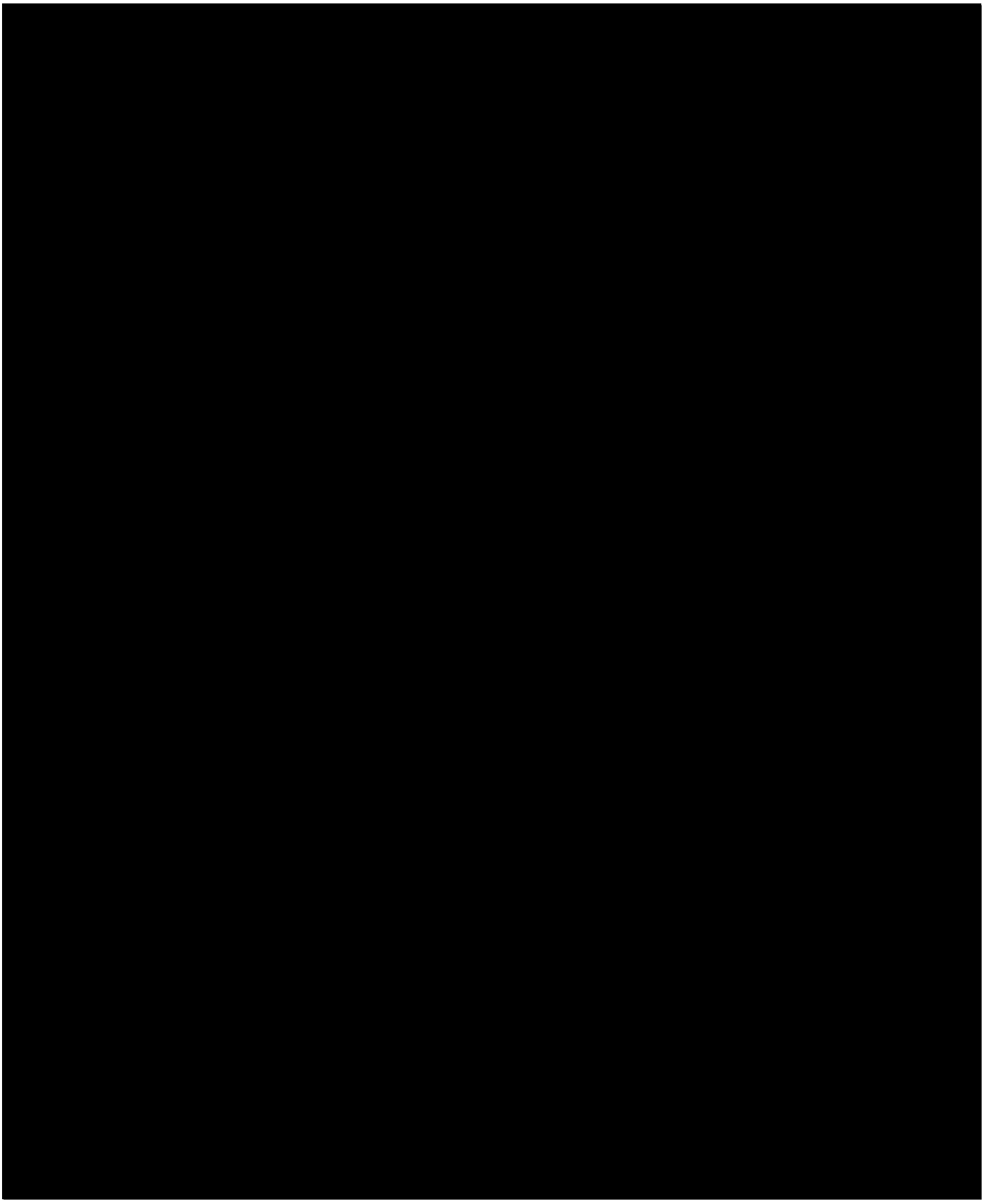


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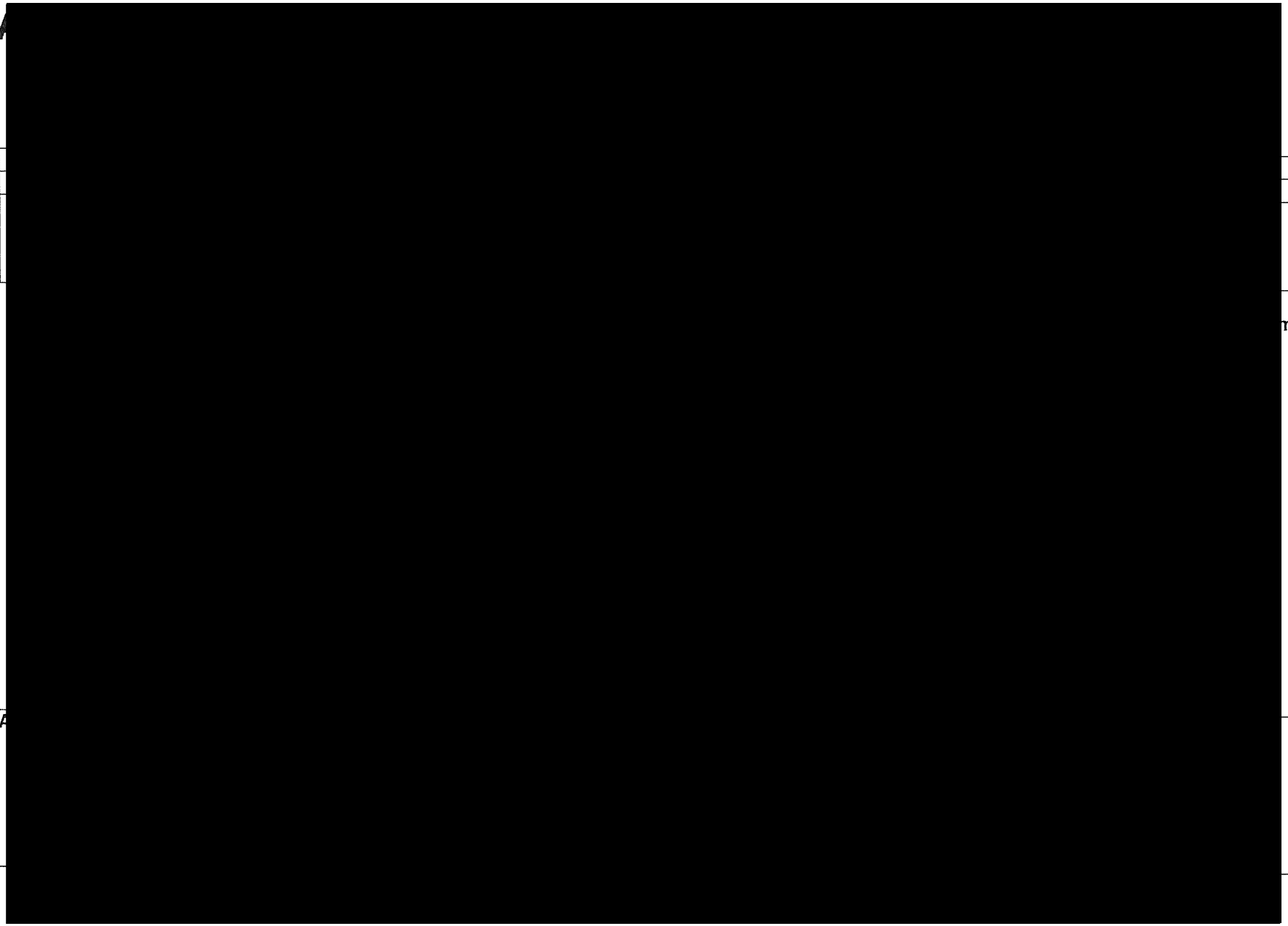






APPENDIX D





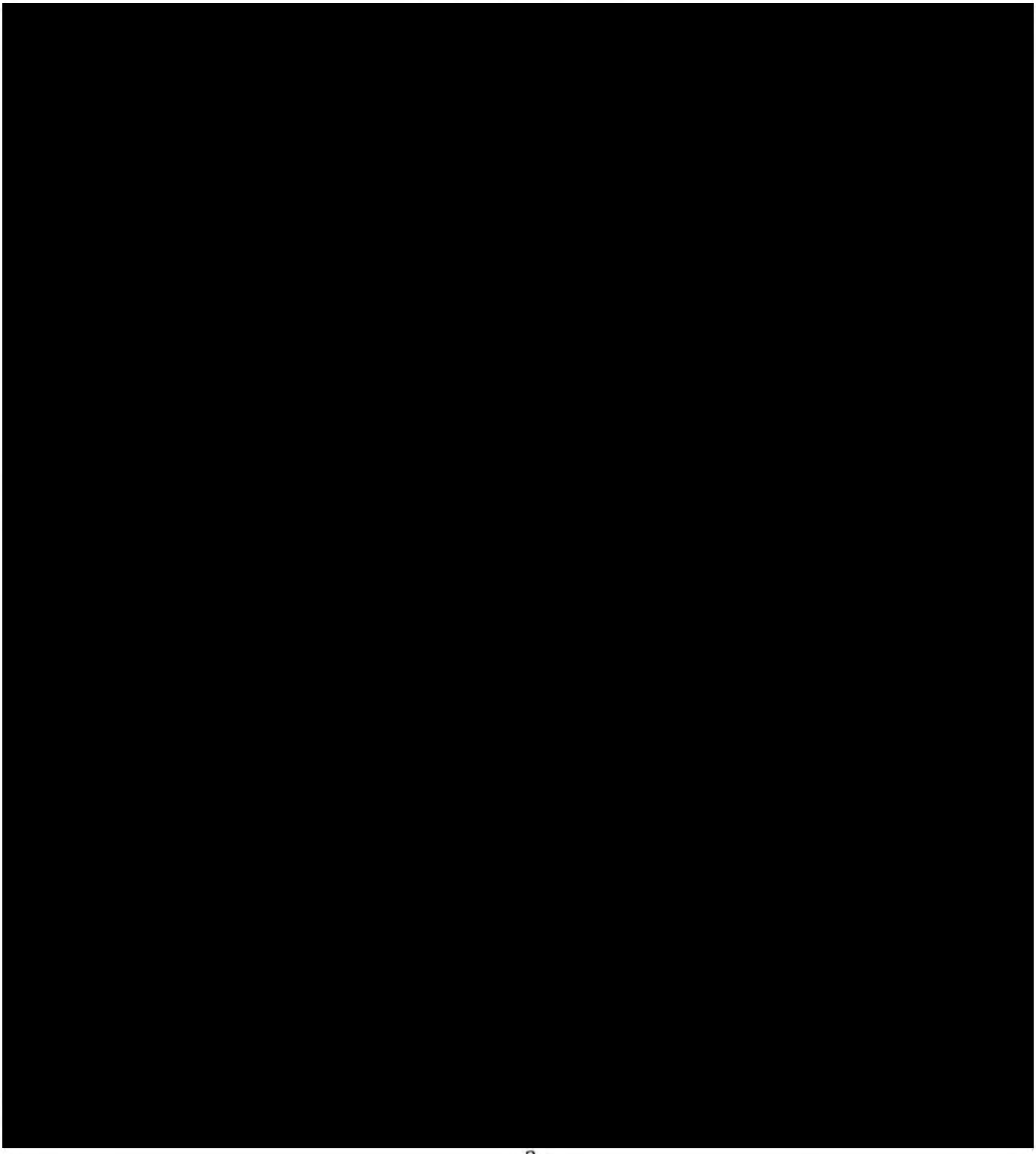
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Garland/DBS, Inc.	1 of 6	
MANUAL		PROGRAM REVEIW
Safety Procedures Manual		2023
DOCUMENT TITLE		
Heat Stress Prevention Program		

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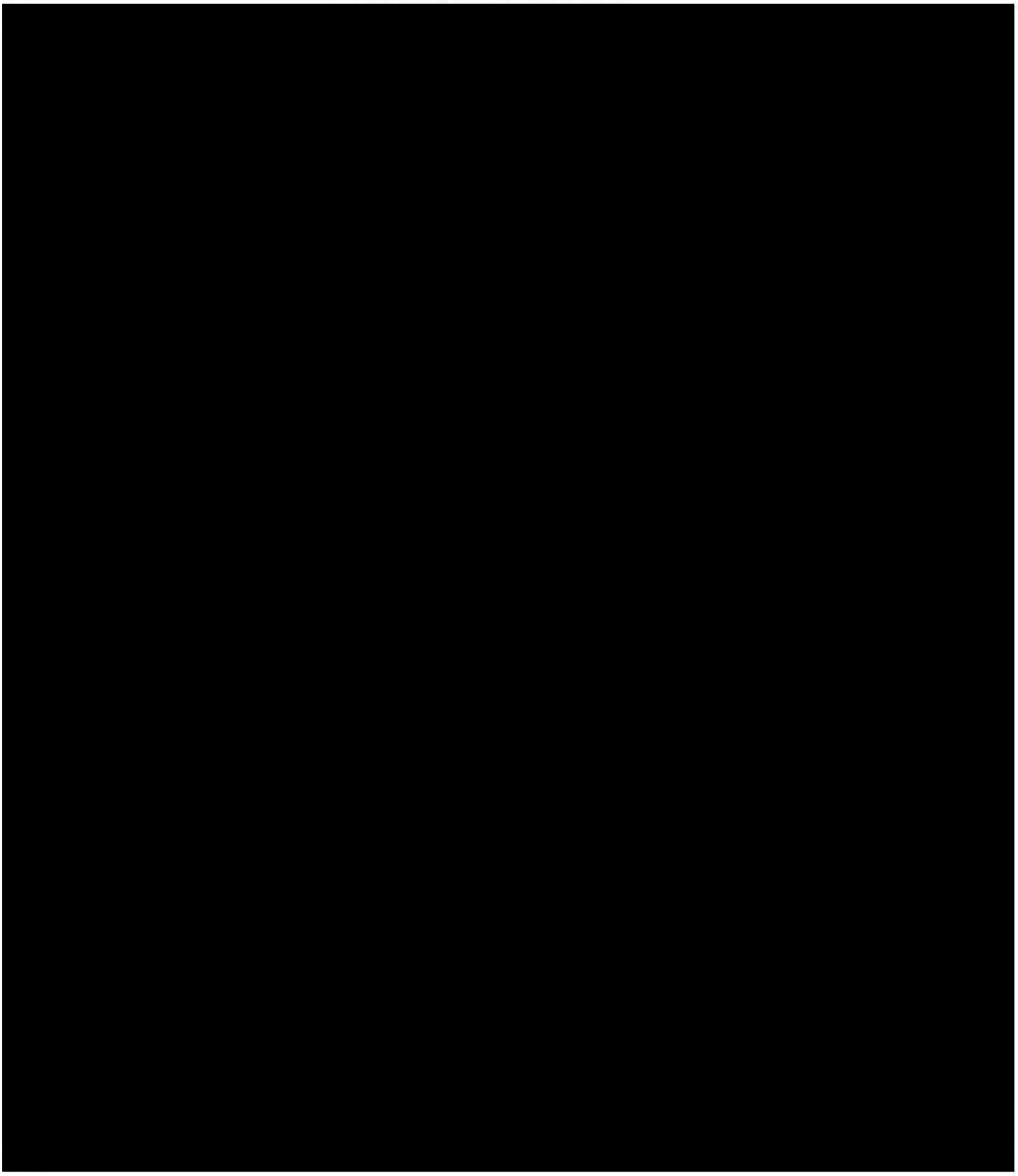
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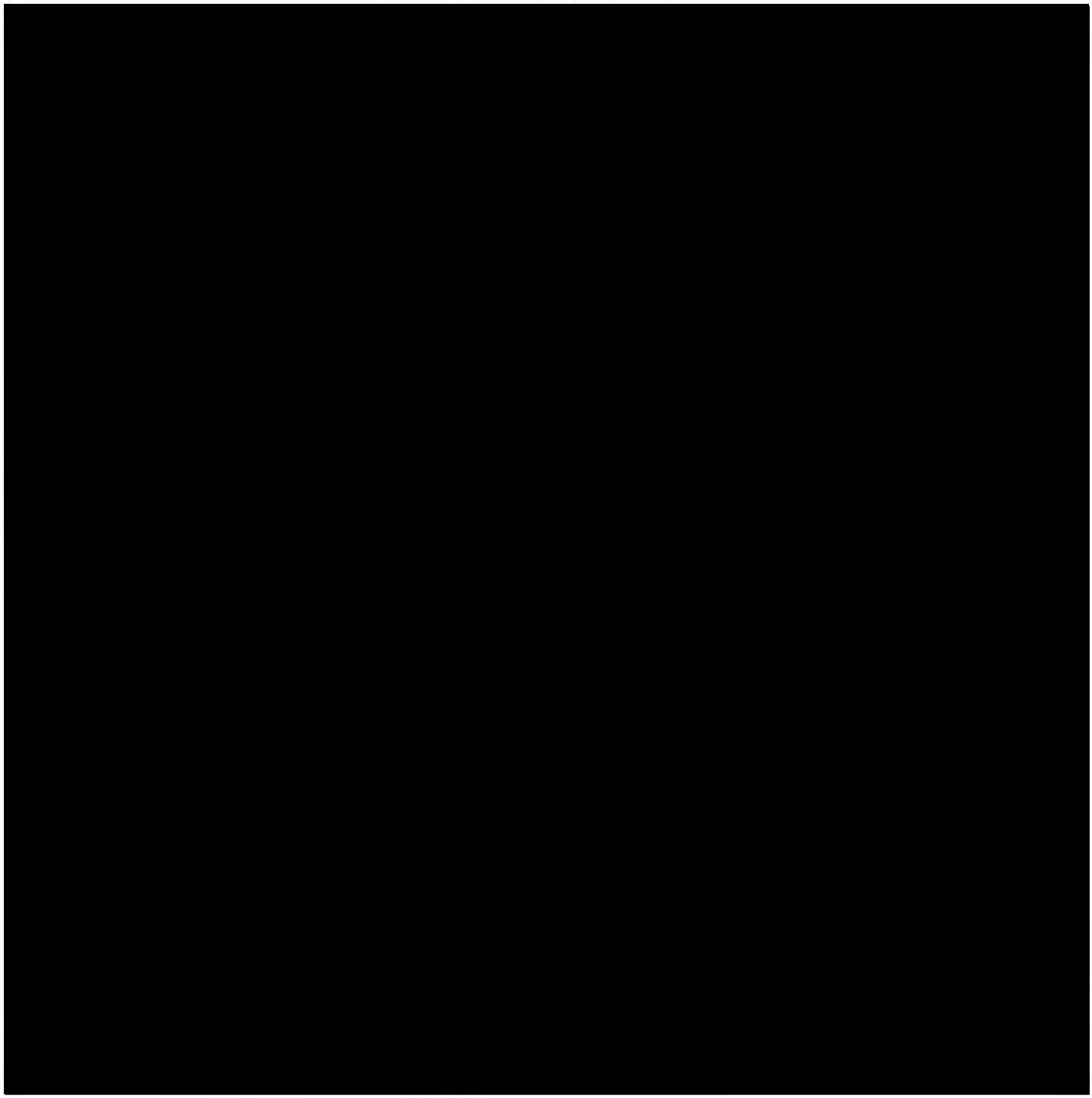
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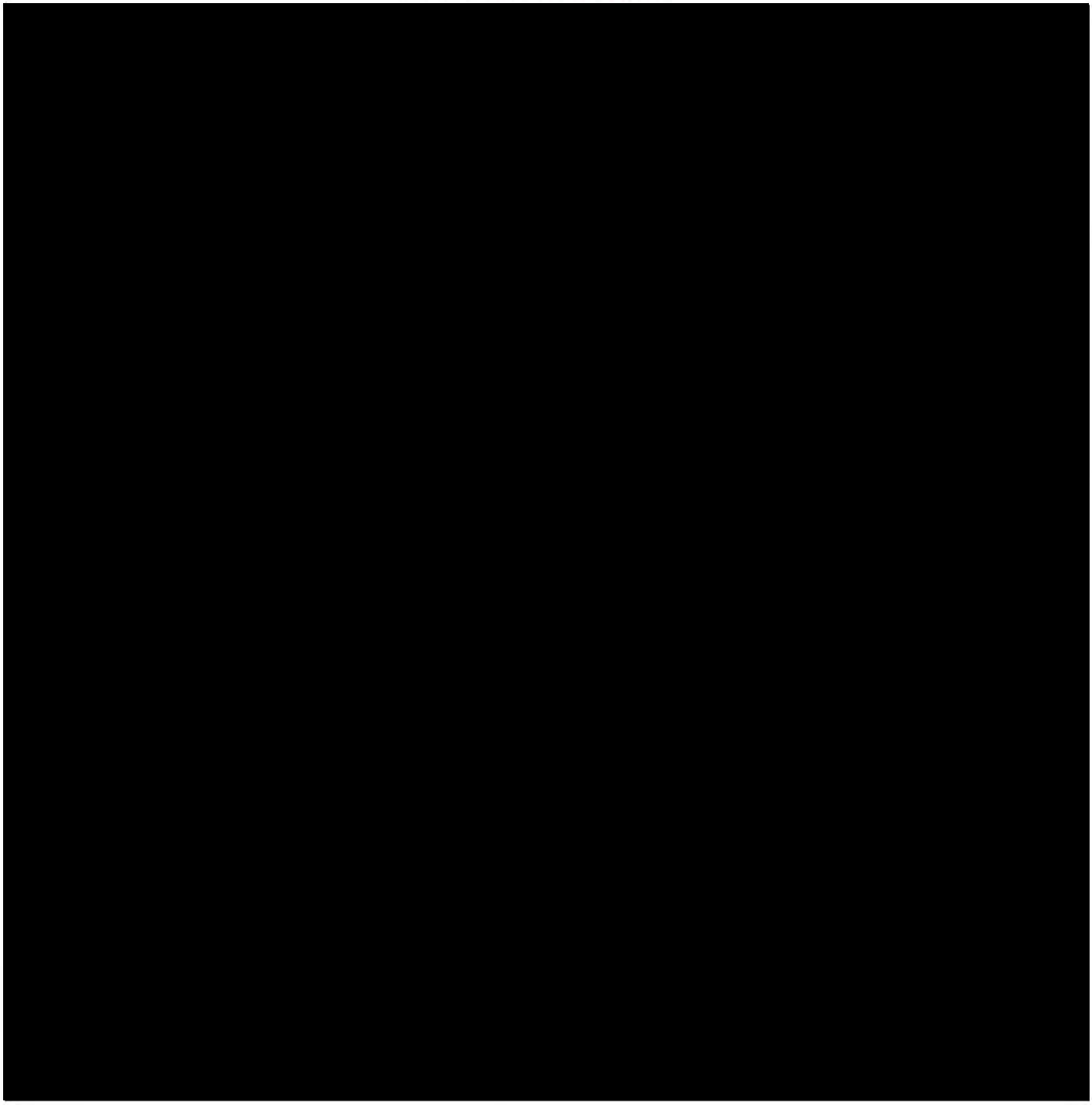
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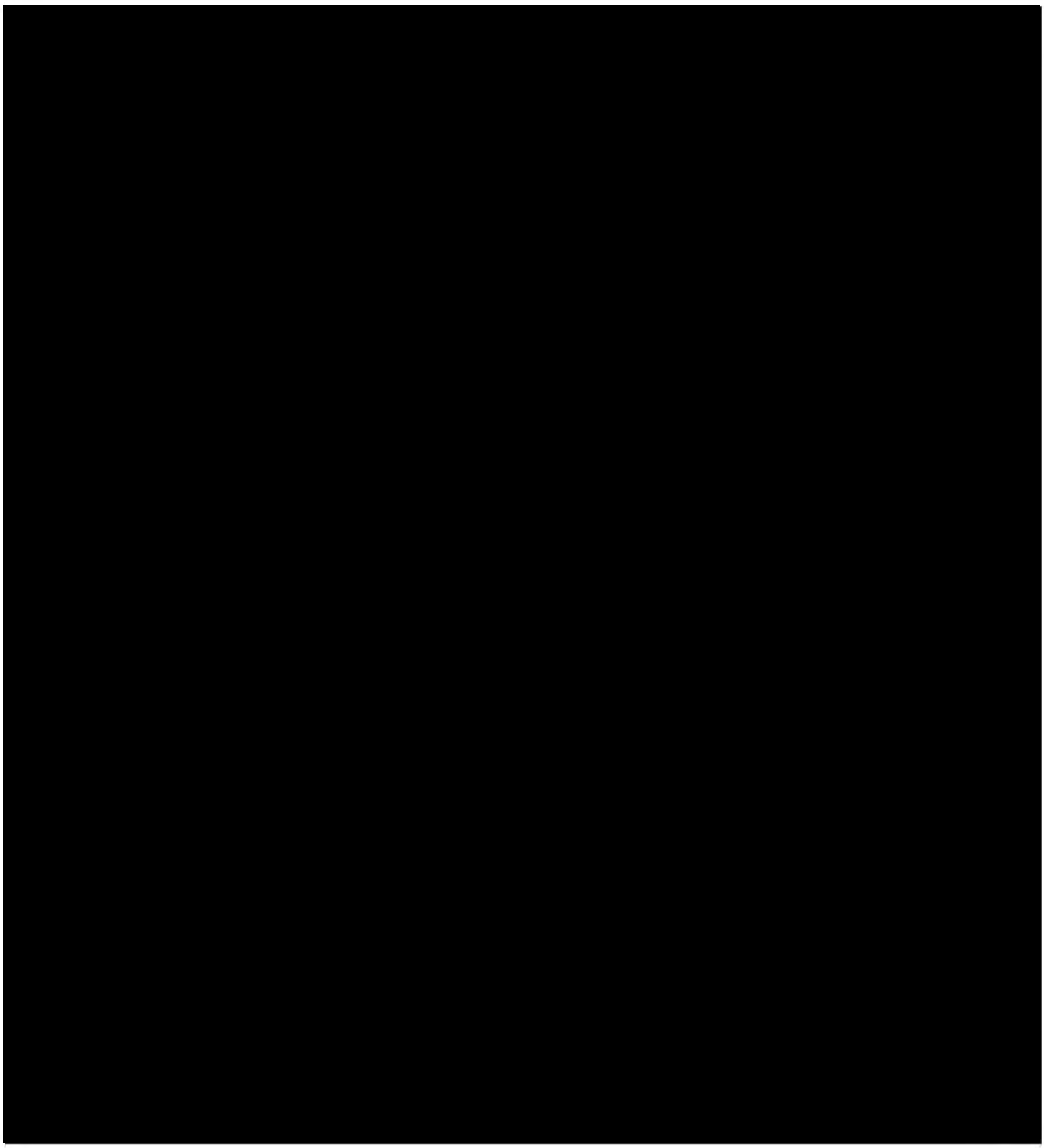


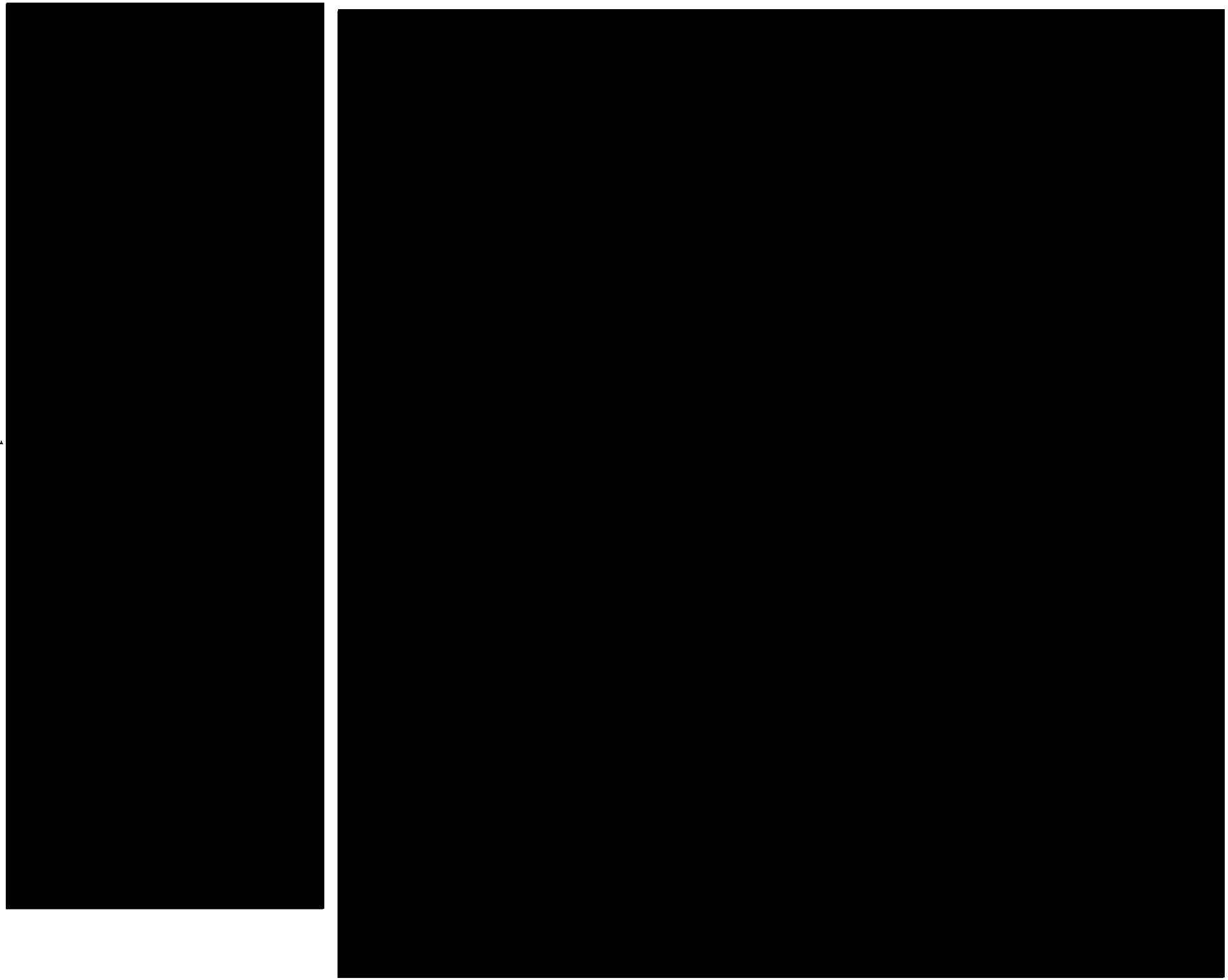
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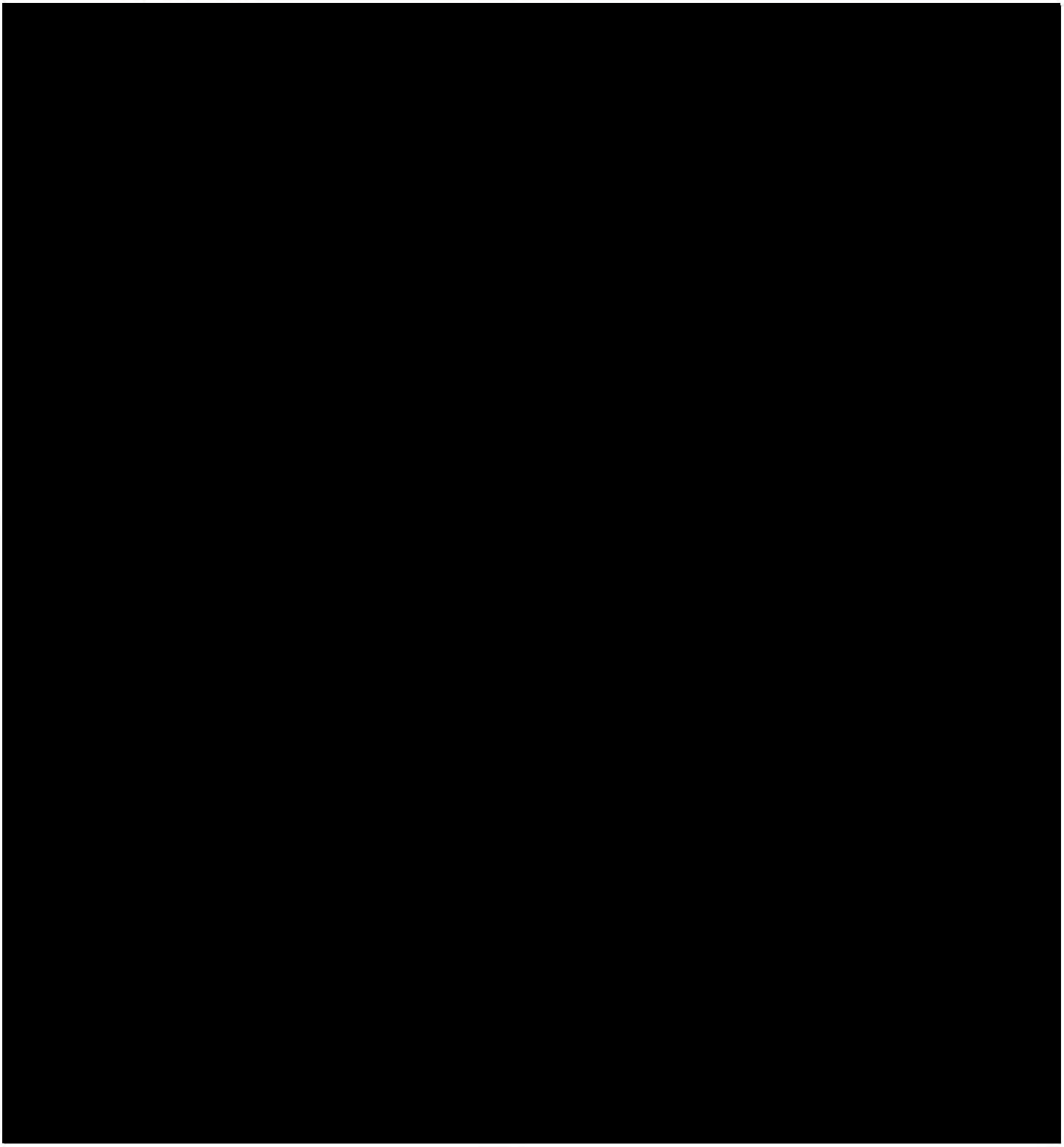
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Attachment 1

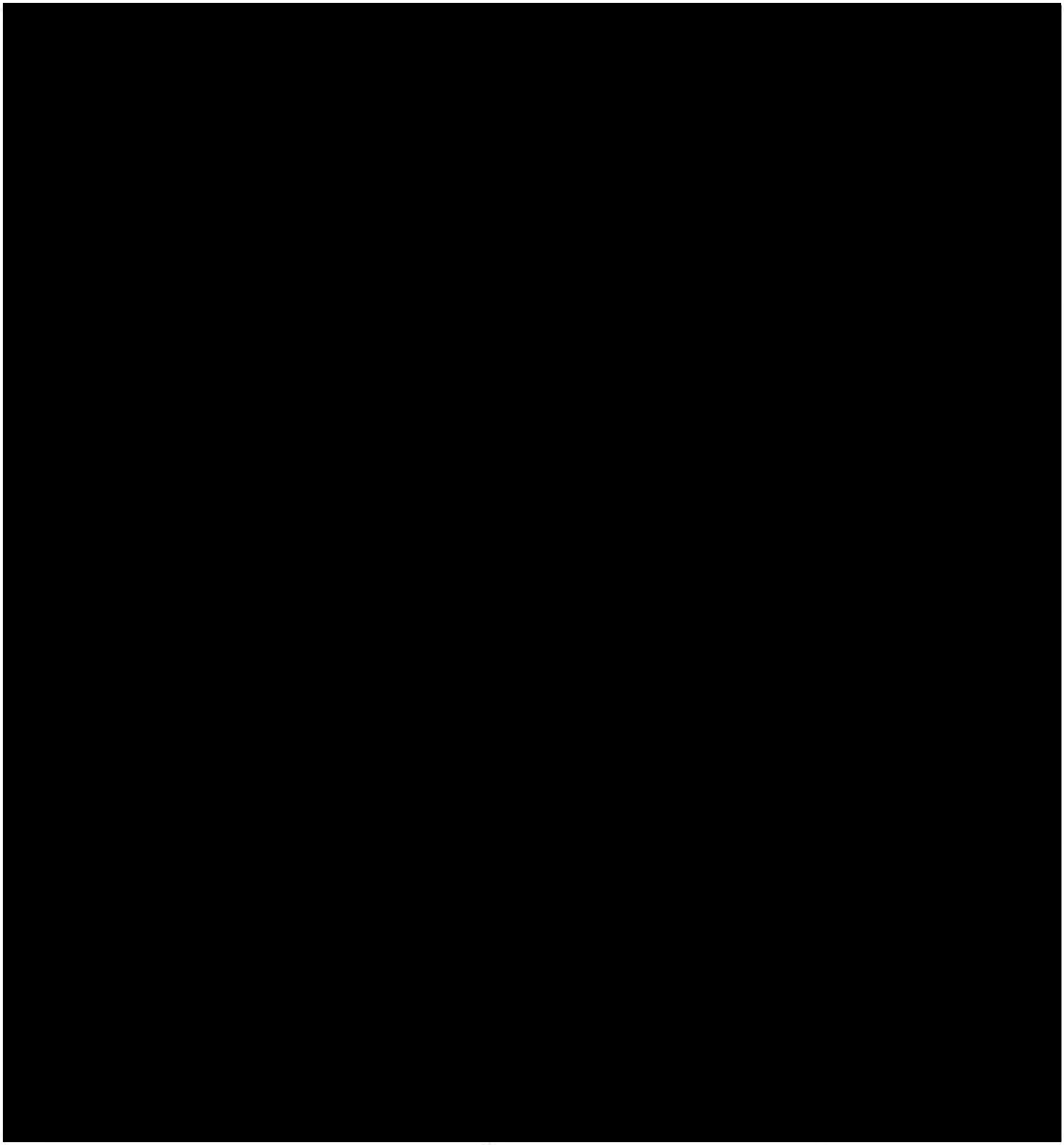




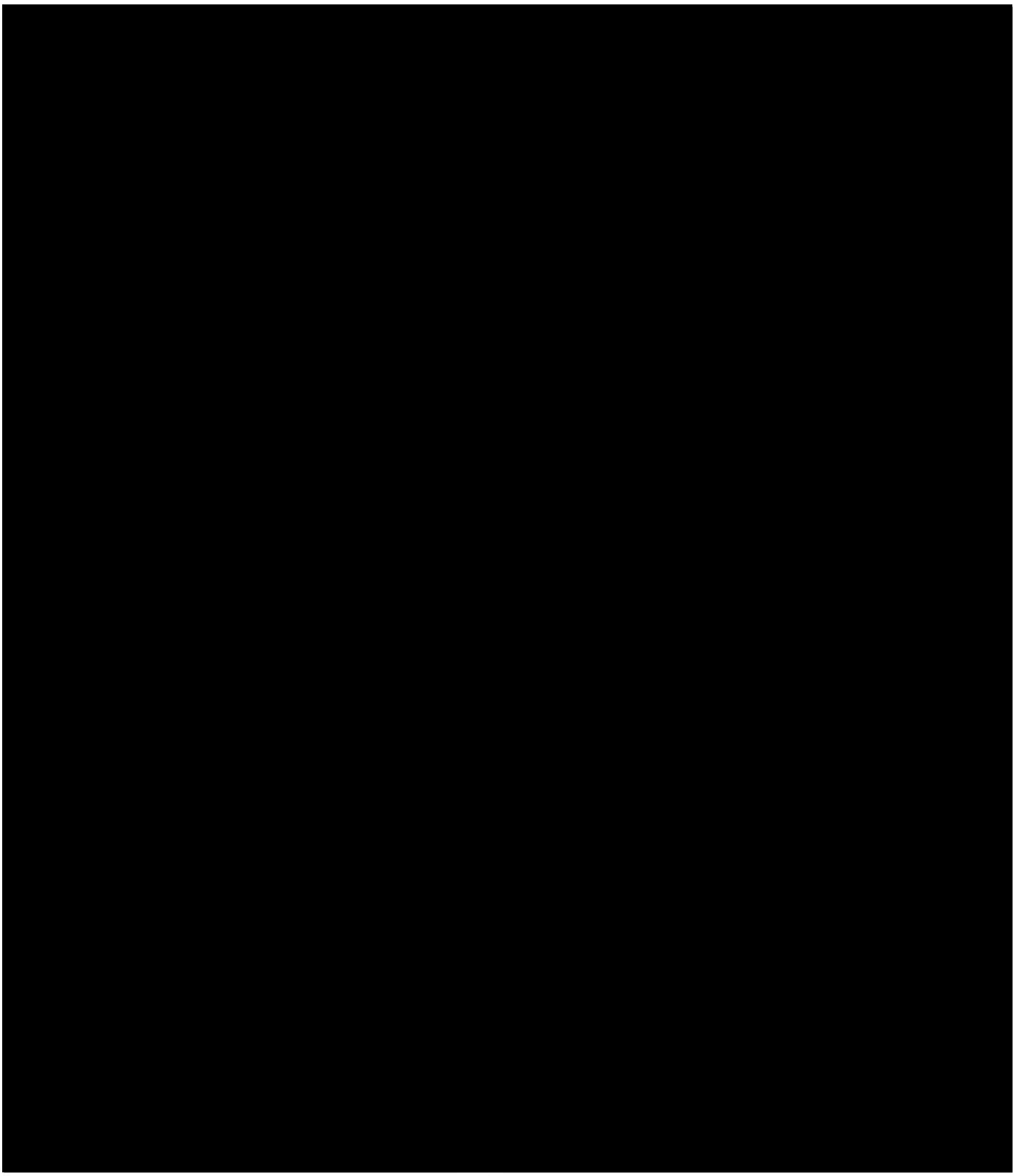
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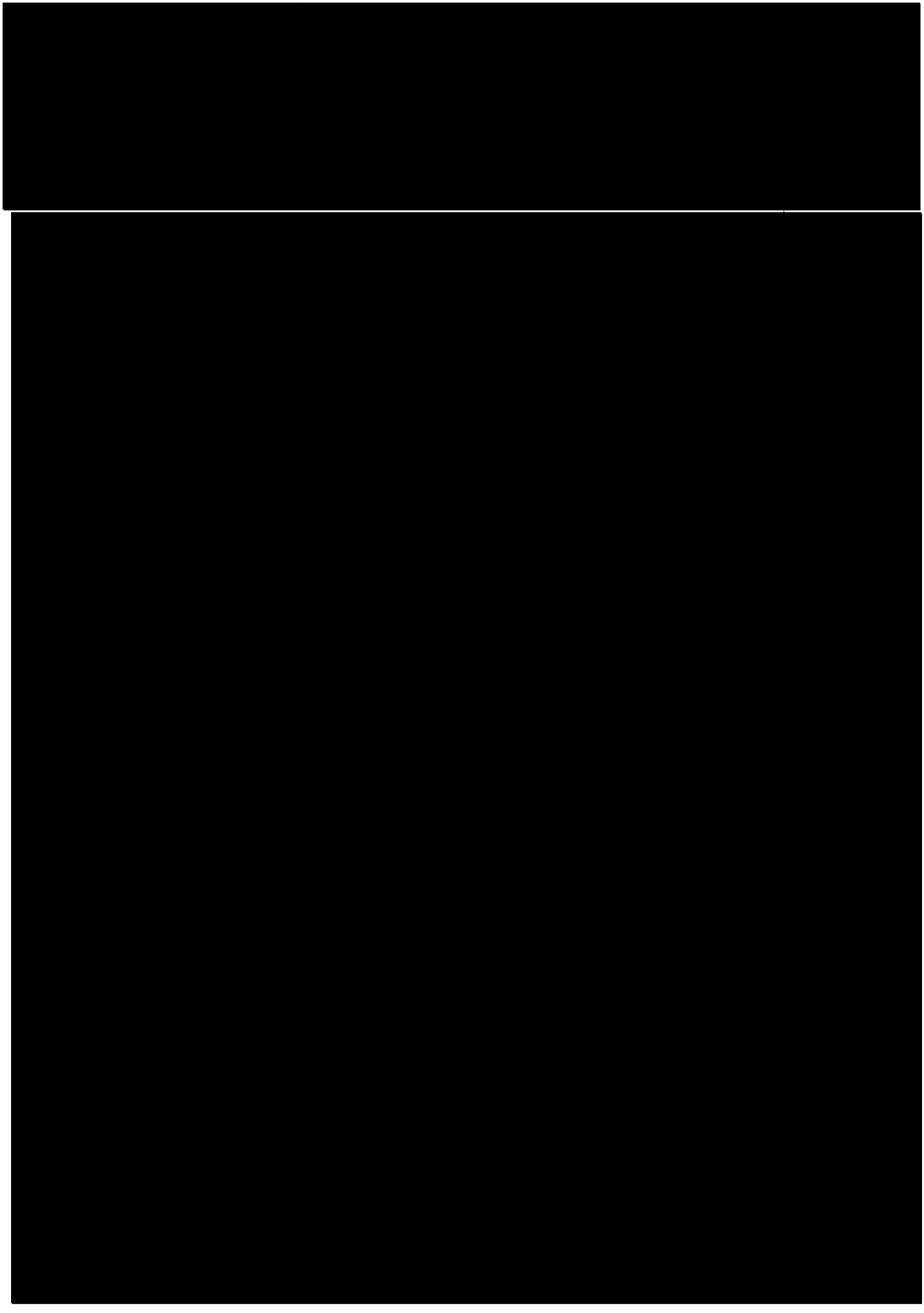


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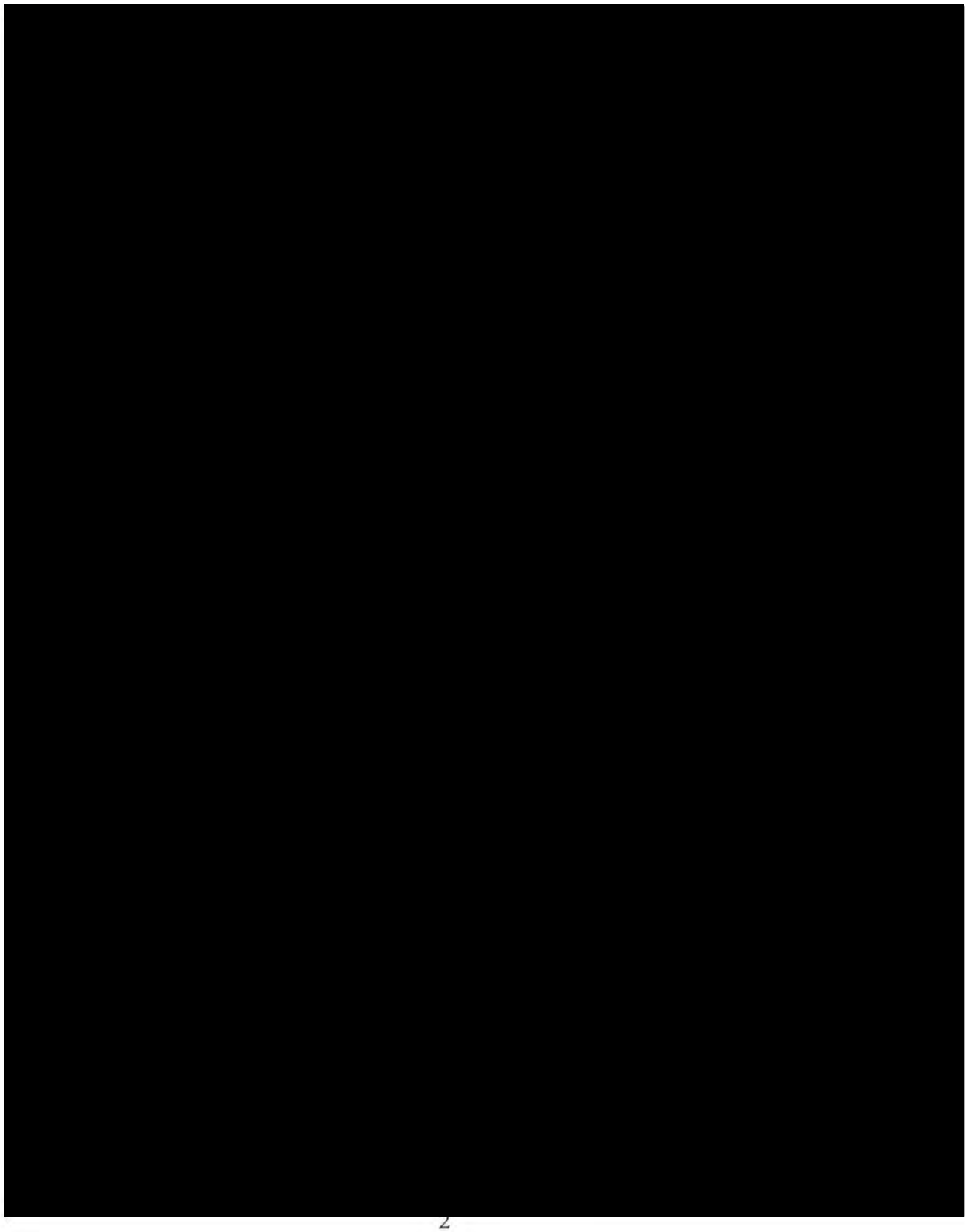
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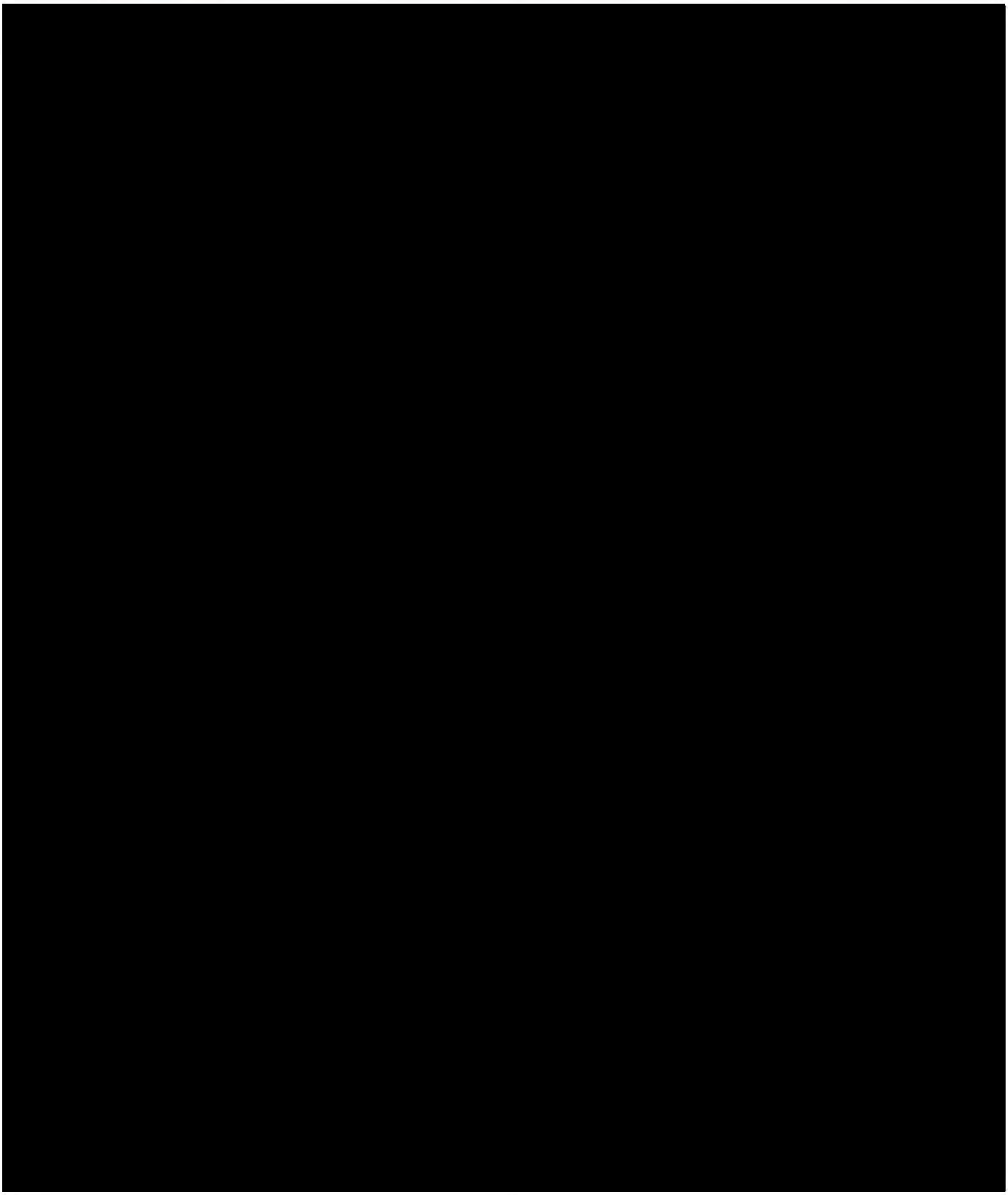
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since 1895

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Design-Build Solutions, Inc.
DBS
A Subsidiary of Garland Industries

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Additional Documents – Marketing Samples

In the pages to follow, please find several references to marketing collateral utilized by Garland / DBS, Inc.'s Territory Managers to communicate our goods and services to Participating Public Agencies. These are meant as a sampling, not a comprehensive collection. Additional reference samples can be found on garlandco.com or upon request.

When it comes to achieving success, our **12-step process** has proven to be successful not only in identifying building envelope concerns, but successfully and quickly resolving them. Our value-added benefits are designed to ensure you continue receiving the highest quality products and service you've come to expect from Garland. We are the only manufacturer in the roofing industry that has a company shareholder on each and every project, monitoring its installation and successful completion.







ACHIEVING SUCCESS THROUGH A PROVEN PROCESS

12 Steps to Effective Building Envelope Management



For more information, visit us at: www.garlandco.com

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011 44 1452 330 646 (Outside UK)
Toll Free: 0800 328 5560 (Only in UK)

GSA Schedule

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Ramp is a registered trademark of The Garland Company, Inc., and Garland Canada Inc.

GARLAND since 826

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OUR **PROVEN PROCESS**

Designed to save you money through value-added services

1 Identify customer needs and concerns

Meet with key building personnel to better understand their philosophy in terms of building maintenance/ repairs and budgets

Understand what type of solution they are seeking (short-term leak repair, long-term ownership, energy efficiency)

2 Comprehensive visual inspection and survey of building envelope systems

Inspect roofs, walls, parapets, drains, edge systems, etc. to identify signs of damage, deterioration or failure

Utilize available technology such as EagleView® Technologies to provide aerial photographs/ measurements of buildings

3 Subsequent analytical testing, such as an infrared moisture scan, core analysis, on-site field testing or laboratory evaluation

Utilize available testing methods to provide the most accurate solution recommendations possible

Provide third-party justification that supports visual observations

4 Detailed report outlining building conditions and concerns, including supporting documentation and photographs

Develop a comprehensive report with written documentation and photographs using Garland's Roof Asset Management Program® (RAMP) or Quick RAMP (mobile version)

Available to customer online in real-time

5 Comparative analysis of recommended solutions

Utilize Garland's life-cycle cost analysis tools to provide customers with a true cost over the life of the system

6 Assistance prioritizing recommended work to satisfy performance and budgetary requirements

Analyze roof conditions and develop schedule of work based on need and customer feedback

7 Assistance preparing construction documents, including comprehensive design of roof and wall assemblies, custom details and specifications

Garland's value-added services allow us to continue delivering solutions that provide leak-free performance beyond the warranted life of our waterproofing systems

8 Recommendation of pre-approved Garland authorized contractors

Garland forms partnerships with our contractors, who are screened for financial stability and vetted for performance, quality of work and adherence to safety requirements

Proper installation is critical to ensuring long-term performance of a roof system

9 Project management services to facilitate project budgeting, scheduling and logistics

Assist with pre-bid and pre-construction meetings to ensure contractors follow customers requirements while on site

Conduct periodic inspections to determime if specs and details are being followed properly

10 Assurance of compliance with all building code requirements

Garland's team of engineers are availalbe to review roof and wall system designs

11 Installation monitoring to ensure Garland roof and wall systems are installed as designed and specified to provide long-term performance

Garland representatives are locally-based to provide diligent monitoring of their projects

They also receive more than 200 hours of classroom and field training in the proper design and installation of Garland building envelope systems

12 Long-term single-source guarantee of leak-free performance

Post-project evaluation includes execution of punch list, financial/budget overview, issue of applicable warranty and schedule/coordination of preventive maintenance program









The Garland Way

Garland is an employee-owned company, which is why ownership is a part of every product we manufacture and service we offer. It is what drives Garland employees to always do what is right for their customers and their company. It has led to the development of numerous innovative and industry-leading products, has resulted in thousands of Garland systems being installed on facilities across North America and the U.K., and has helped us earn the trust of countless customers.

Through ownership, Garland has created a culture of employees who go above and beyond to provide customers with high-caliber building envelope products and a level of service unmatched in the industry. Ownership is what we believe has led to Garland's tremendous and continued success over the last 120+ years in business.

Get to Know Garland

- Founded in 1895 and headquartered in Cleveland, Ohio
- Employs more than 220 territory managers across the U.S., Canada and the U.K.
- Owns 90+ patents and over 400 trademarks in the commercial building market
- Manufactures nearly 100 percent of the roof products sold in North America
- Was among the first manufacturers to offer green roof systems in North America and remains an industry leader in green initiatives today
- Introduced the first high-performance modified bitumen roof system manufactured in North America
- Developed the industry's first 40-year roof membrane
- First in the U.S. commercial roofing industry to receive ISO 9002 certification
- Has been 100 percent employee owned since 2004
- Donates thousands of dollars to local and national charities each year

For more information, visit us at: www.garlandco.com

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For more Garland product information scan QR Code



GARLAND BUILDING ENVELOPE SOLUTIONS

Local Support… World-Class Protection

since 1895



YOUR BUILDING ENVELOPE PARTNER

With You Every Step of the Way

Let Garland be your partner, your ally, your resource for all things related to the building envelope. We can help you every step of the way from planning, scheduling and budgets to material selection, installation and project close-out details.

We understand the challenges you face while owning, managing and designing buildings. Whether you have an existing facility or are constructing a new one, Garland's products and services focus on all key areas of the building's exterior – making it easier for you to find solutions to address ***all*** of your building envelope needs. We also believe the support we provide is as important as the performance of our products.

Let us help you breathe a little easier.

WHAT GARLAND CAN DO FOR YOU





Our capabilities include:

- Roof systems (repair, restoration, replacement and new construction)
- Wall panel systems, and wall maintenance and repair
- Systems suited specifically for plaza decks, parking structures and flooring
- Preventive maintenance services to help with asset preservation
- Design assistance through our team of engineers
- Access to Garland's authorized contractor network
- The industry's most robust and longest-term warranties



WHO IS GARLAND?

Your Local Rep

To help you understand all that Garland offers, we think it helps to first understand who Garland is. In the simplest of terms, Garland is your local representative. There are more than 220 of them in the U.S., Canada and the U.K. to ensure your Garland partner is not only nearby but also knowledgeable about your unique local community, building codes, and all general construction practices related to the exterior of your building.

WHAT YOU CAN EXPECT FROM YOUR GARLAND REP

OWNERSHIP

Our reps are not just employees of Garland; they own Garland. And that ownership creates an immeasurable investment in the company and in its success, which is why our reps go above and beyond. The company has been 100 percent employee-owned since 2004.

KNOWLEDGE

Garland reps are highly trained in all aspects of the building envelope. Look to them with questions you have and for knowledge you can trust. With a dedicated technical, engineering and advisory team, answers to even the most complicated questions are within easy reach.

SERVICE

The level of service you'll receive from your Garland rep is truly unmatched. Along with being thorough and responsive, our reps are committed to following a proven 12-step process to ensure your project will be a success.

The Garland Blueprint

1. Identify customer needs and concerns
2. Comprehensive visual inspection and survey of building envelope systems
3. Subsequent analytical testing, such as an infrared moisture scan, core analysis, on-site field testing or laboratory evaluation
4. Detailed report outlining building conditions and concerns, including supporting documentation and photographs
5. Comparative analysis of recommended solutions
6. Assistance prioritizing recommended work to satisfy performance and budgetary requirements
7. Assistance preparing construction documents, including comprehensive design of roof and wall assemblies, custom details, and specifications
8. Recommendation of pre-approved Garland authorized contractors
9. Project management services to facilitate project budgeting, scheduling and logistics
10. Assurance of compliance with all building code requirements
11. Installation monitoring to ensure Garland roof and wall systems are installed as designed and specified to provide long-term performance
12. Long-term comprehensive guarantee of leak-free performance



EXTERIOR BUILDING SOLUTIONS & SUPPORT

Let Garland Ease Your Pain

Buildings are unique. They're all built differently, used differently and taken care of differently. But the one common thread among them is that problems never seem to be isolated to just one area.

There are leaky roofs and windows, failed coatings, cracked walls, and deteriorating concrete. Multiple problems require multiple solutions, and that's the benefit of working with Garland – we are exterior building experts and there is no problem beyond our capabilities.

We have the products, services and processes in place to ensure that when your project is complete, you'll walk away with a restored confidence in the performance of your building. And, you'll have a partner for life.





WE CAN REPAIR YOUR ROOF

A roof leak doesn't always indicate the need to replace the entire roof. Our reps are trained to identify problem areas and determine if a repair will sufficiently solve the issue – at least for the short term until budgets allow for a restoration or full replacement.

ACT NOW TO PREVENT BIGGER PROBLEMS

Ignoring those small problems on your roof won't make them go away. Get them taken care of before they lead to more complex, more costly issues.

Common problems include:

- Small leaks, punctures or areas of wet insulation
- Ponding water
- Damaged flashings
- Tears at the seams
- Fastener back out or failed fasteners
- Improperly addressed roof penetrations
- Failed caulking and open joints
- HVAC ducting







WE CAN REPLACE YOUR ROOF OR FIND THE RIGHT FIT FOR NEW CONSTRUCTION

We understand the stress and complexities involved in replacing your roof or finding the right fit for a new construction project. Along with the excitement of new designs and a beautiful façade comes the reality of functionality. Garland roof systems are engineered for performance and aesthetics, ensuring your roof will perform for the long term and look good too.

WE CAN RESTORE YOUR ROOF

Sometimes, a roof just needs a little recharge and that's exactly what a restoration can provide. Rather than replace the entire roof, restore it to like new with a high-performance Garland coating to add years of life to the roof system. We can restore both membrane and metal roofs.

CUSTOMIZED RESTORATION

Our reps can perform a comprehensive exam to determine if your roof is a candidate for restoration and then decide which customizable option suits your roof best. Restoration regiments include:

- Evaluation to identify budget and performance priorities
- Necessary repairs and proper surface preparation
- Upgrades to flashings and other penetrations as needed
- Application of the right waterproofing system and protection
- Total inspection of the restored surface

WHAT YOU NEED TO KNOW

- We have systems to suit virtually any type of roof: flat, low slope and steep slope
- We offer a variety of roof system technologies, including the industry's first polyurethane modified 40-year membrane and a market leading KEE membrane to ensure we can meet the needs of your specific project
- Strength is critical to watertight performance, which is why we recommend multi-ply systems
- We confidently offer 30- and 40-year warranties, unmatched in the commercial building industry
- Our products exceed ASTM standards for strength and performance to provide you with the longest possible watertight protection
- Our membrane systems can be hot-applied, cold-applied, torch-applied or self-adhered to suit your specific application requirements
- Our metal roof systems offer unmatched strength with panels designed both for aesthetics and extreme weather performance
- We offer various low odor and zero VOC products for sensitive applications
- We can provide a life-cycle cost analysis to help you determine the total cost of ownership over the life of your roof system
- Wind uplift, drainage and snow retention calculations are available to ensure your system can withstand the constant abuses of Mother Nature
- We have decades of experience and design knowledge to assure watertight details are implemented on each and every project

MENU OF SOLUTIONS

Garland is the most diverse manufacturer of roofing and building envelope systems.

VEGETATIVE SYSTEMS

Watertight systems and specialized base-layer components ensure a healthy, effective rooftop vegetative system (commonly known as a green roof). Our high-performance systems and experience developing sustainable solutions can help guarantee a successful – and beautiful – watertight system.

ROOF MEMBRANES

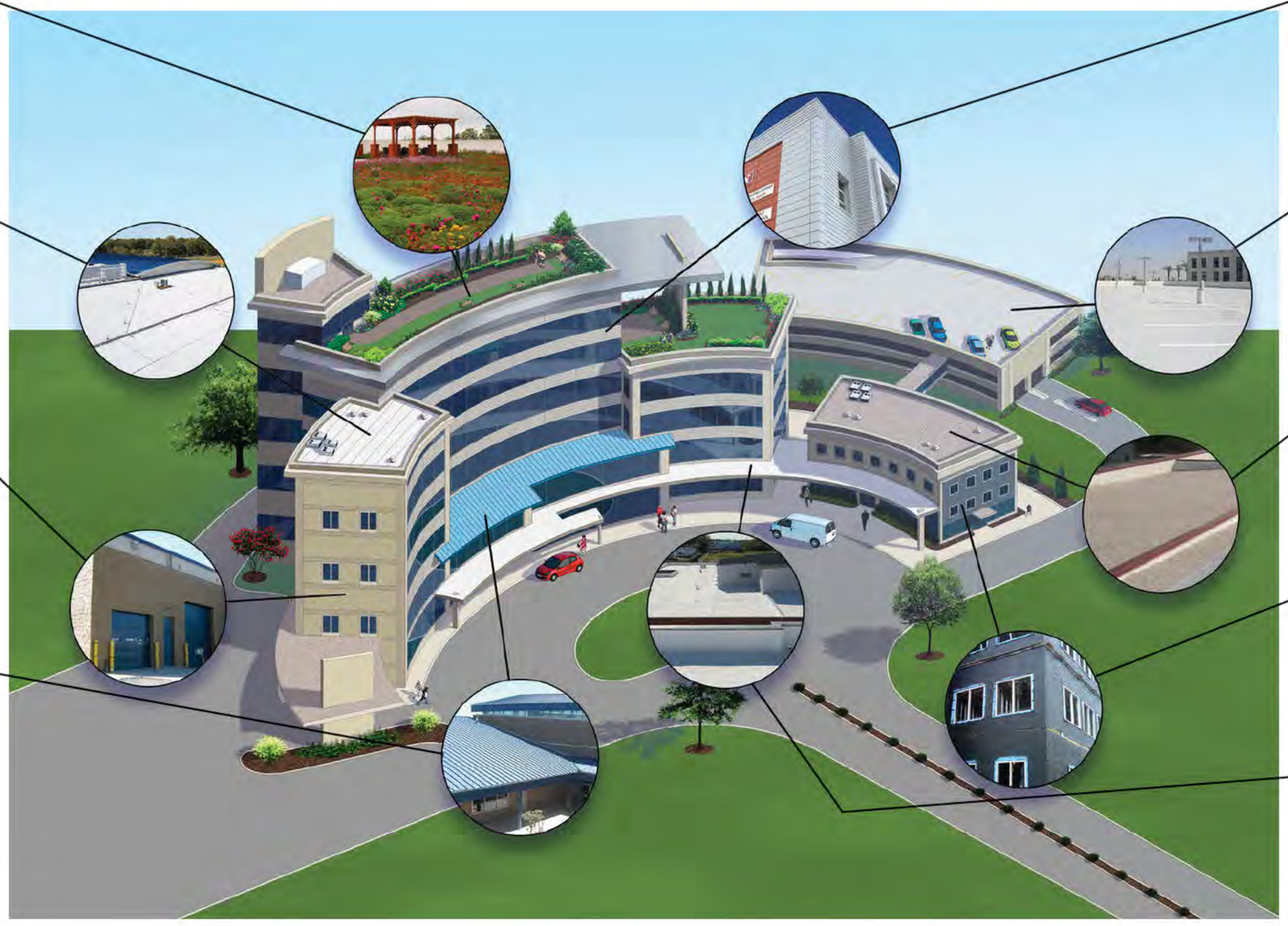
From base layers to cap sheets, a wide variety of high-performance membrane options offer time-tested, reliable waterproofing thanks to best-in-class strength, flexibility, and resilience. Available in a variety of chemistries, application options and surfaces to satisfy any technical, performance or budgetary needs.

SEALANTS & ACCESSORIES

Seal or repair joints, cracks, windows, doors, roof penetrations and more with one of several sealants to protect and preserve the building envelope. This line of unique sealants and accessories ensure each project is completed with proper attention to detail and watertight performance.

METAL ROOFS & ACCESSORIES

Beautiful line of custom structural and architectural metal roof systems combine watertight integrity, aesthetic versatility, intelligent sustainability and incredible strength (able to withstand wind speeds up to 200 mph!). Edge metal, trim pieces and other accessories complete the package.



WALL PANELS

Endless possibilities available with a variety of wall panels, including stunning architectural panels in a multitude of styles and materials. Custom colors and finishes available for use on exterior finishes, rainscreens, parapet walls, mansards and more.*

PLAZA DECKS & FLOORING

Seal, reinforce, restore and protect plaza decks, parking structures and other high-traffic surfaces with one of many plaza deck coating systems or flooring systems. Our concrete repair products work in tandem with these high-performance finishing systems.

SURFACING OPTIONS

Variety of minerals, aggregates, gravel and coatings are available to meet unique performance goals and aesthetic preferences. Many of these options are rated by ENERGY STAR® and the Cool Roof Rating Council.

AIR BARRIERS & UNDERLAYMENTS

Carefully designed air, vapor and water barriers control flow of air into building enclosures to protect the structure itself as well as the interior environment. Available in a variety of application options with customized details and accessories.*

COATINGS & MASTICS

Reflective, restorative and maintenance coatings are not only good for roofs, they're good for budgets too! Time-tested systems available to complete watertight installations and repairs on flat and metal roofs and walls. Easily improve aesthetics and extend the life of the existing system. Low odor and environmentally-friendly options available for sensitive applications; may hold low-VOC or third-party verified seals of approval.

*Additional high-quality options available through Garland via our sister company, IMETCO.

WALLS
More Than Just A Façade

Walls play a critical role in the overall performance of the building envelope system. Ensure yours contribute to a moisture free, comfortable and energy efficient interior. Our solutions include wall panel systems, rainscreen systems and various coatings and sealants designed to keep your walls looking good and performing even better.

Our wall panels and rainscreen systems are available through IMETCO®, a fully owned subsidiary of Garland Industries, Inc. They offer the same quality and performance standards as Garland products and are available through your local Garland rep.



WALL PANEL SYSTEMS

Easy-to-install systems are versatile and can be used for structural, architectural or rainscreen applications

Offer aesthetic advantages for buildings with unique or complicated designs

Designs to accommodate the complexities of wall transitions between building sections

Available in a wide variety of shapes, sizes, materials and colors

Seamlessly integrate with Garland roofs for a total system warranty

RAINSCREEN SYSTEMS

All rainscreen system components deliver the highest possible performance and energy efficiency

A full line of air barriers is available to fit any climate and assembly performance requirements

Variety of panel profiles, materials, colors and finishes are available for the finishing material

Design assistance to assure our rainscreen solutions are tailored to suit each and every unique building

WALL REPAIR & MAINTENANCE

BLOCK, BRICK AND MORTAR

Bricks naturally take in and let out moisture, but excessive moisture can enter through failed mortar joints and cause serious problems. Make the right choice by using Garland's sealants and accessories to repair your stone wall system.

MASONRY AND STUCCO

Cracks in masonry and stucco walls can be caused by numerous factors. Strong, flexible sealants that allow for ample movement are critical to providing a watertight seal. Trust your Garland rep to help you find the right solution for your building's specific condition.

EIFS (Exterior Insulation and Finish System)

Small cracks in EIFS walls can lead to serious problems. Improve wall performance and bridge small cracks with Garland's specially formulated architectural wall coating designed to protect, beautify and wateproof your EIFS system.

WINDOWS

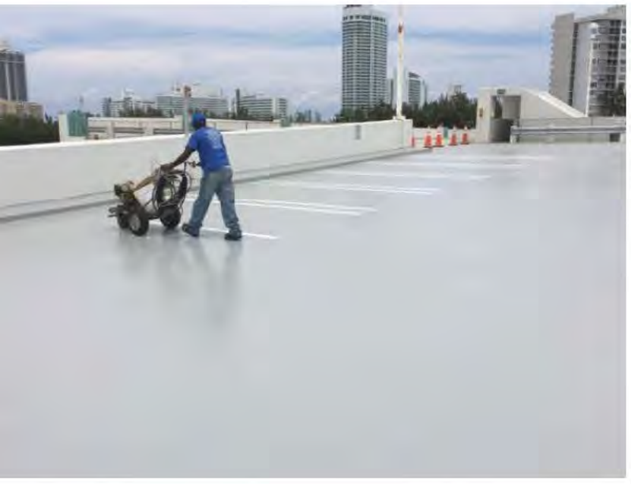
Leaky windows are nothing to ignore; larger problems will follow. Garland's sealants are designed to resist sunlight, rain, sleet, snow, UV and extreme temperatures for strong watertight protection. Along with that, our superior products provide tenacious adhesion to surfaces such as glass, framing or the wall system.



PLAZA DECKS, PARKING STRUCTURES & FLOORING SYSTEMS

Don’t Let Them Become an Afterthought

Plaza decks don’t always get the attention they deserve. Similarly, parking structures are often pretty low on the maintenance priority list. But as with any building envelope system, the most effective method to extending its service life is to monitor performance, perform continual maintenance and conduct biannual inspections.





WHAT TO LOOK FOR

Leaks from the joints and waterproofing system

Cuts, tears or delamination of the coating/surfacing

Flashing at curbs, walls, penetrations and drains

Areas of heavy wear exposing the substrate

Cracks, spalling or structural damage to the substrate

Deterioration of joint sealants, backer rod and expansion joints

Efflorescence or salt staining

Exposed reinforcement



OUR SOLUTIONS

Liquid waterproofing systems that aesthetically transform your project while providing superior protection

Various sealants for repairing or replacing joints – the first step in achieving a watertight system

Options to repair and coat concrete, stucco and EIFS for durable wear surfaces that provide long-term protection

Multiple plaza deck systems ideal for parking structures, walkways and terraces, roofs and other instances where a monolithic waterproofing membrane is required

ASSET PRESERVATION

Proactive Maintenance is Key to Performance







The importance of preventive maintenance cannot be overstated. And in this case, numbers tell the story best.

2% to 6%

The amount of an annual operating budget that experts recommend should be spent on preventive maintenance

Spend $1, Save $5

Industry experts estimate that for every $1 spent on a comprehensive roof maintenance program, $5 is saved through reduced emergency repairs, interior damage, energy conservation and extended roof life

30% to 60%

That's how much preventive maintenance can extend the life of your roof

HOW CAN WE HELP?

TAKE INVENTORY

We can start by providing you with a complete assessment for every exterior asset you manage through our Roof Asset Management Program™ (RAMP®). By documenting the conditions of your facilities, you can be proactive when it comes to maintenance and repairs and be ready with budgets for larger capital investments.

For a deeper look into the condition of your roof, consider CLEAR™ (Comprehensive Laboratory Effective Analysis Reporting™), Garland's roof core sample testing program. The results of a CLEAR analysis help you understand the true condition of your roof so you can make the right decisions about properly repairing, restoring or replacing the roof.



TAKE ACTION

Design-Build Solutions®, Inc. (DBS), a Garland sister company, offers several services to help you maximize the value of your roof investment.

Dry Zone® is a preventive maintenance program that documents and analyzes maintenance and repair data for multiple facilities' roofs and provides helpful recommendations. You'll receive work history reports, real-time updates and job inspection reports, annual budget summaries, and warranty tracking that helps you stay on top of your maintenance obligations.

Leak response helps put your mind at ease. Report your leak via email and receive emergency contact within 24 hours and repair service within 48 hours. All leaks are recorded in the Dry Zone database, which helps to prioritize and manage all of your roof assets.

National purchasing cooperatives can provide purchasing benefits to your organization. Garland holds national purchasing cooperative contracts in the public, private and health care sectors. Talk to your Garland rep about how these could benefit you.

DESIGN ASSISTANCE

Extra Help If You Need It

Projects are complex and the amount of work involved can be overwhelming. We have a team of engineers who specialize in the building science of roof and wall cladding technologies and are here to provide you with additional support. Let us help reduce your workload through our design assistance program.





OUR SERVICES

1. Design assistance with building enclosure projects, including design calculations and detailing compliant with applicable building codes and insurance requirements
2. Structural evaluations
3. Forensic engineering studies
4. Graphic renderings for metal roof and wall systems
5. Engineer signed and sealed manufacturer's shop drawings for roof and wall systems
6. Engineer signed and sealed roof and wall design calculations, including wind uplift, drainage and snow retention calculations
7. Metal retrofit framing project design
8. Project inspection and post evaluations
9. Budget assistance and value engineering services, including return on investment (ROI) analysis and life-cycle cost analysis

CONTRACTOR NETWORK

Proper Installation Matters

You can have the best products in the world, but if they aren't installed correctly – the quality won't matter. We can't stress enough how important proper installation is to the long-term performance of any product, which is why we've built a strong network of trusted contractors you can rely on.

GARLAND AUTHORIZED CONTRACTORS

Garland has local and regional lists of contractors who have been screened for indicators of success, including:

- Financial security
- Safety performance/compliance with OSHA and HSE standards
- Stringent compliance with Garland's rigorous performance standards
- Quality workmanship
- Personal integrity
- Worker safety
- Appropriate certifications and licensing

THE KEY TO SUCCESS

There is no better guarantee of success than having a Garland authorized contractor installing your roof system and your local rep conducting frequent in-progress inspections.

The Garland Way

Garland is an employee-owned company, which is why ownership is a part of every product we manufacture and service we offer. It is what drives Garland employees to always do what is right for their customers and their company. It has led to the development of numerous innovative and industry-leading products, has resulted in thousands of Garland systems being installed on facilities across North America and the U.K., and has helped us earn the trust of countless customers.

Through ownership, Garland has created a culture of employees who go above and beyond to provide customers with high-caliber building envelope products and a level of service unmatched in the industry. Ownership is what we believe has led to Garland's tremendous and continued success throughout our more than 125 years in business.

Get to Know Garland

- Founded in 1895 and headquartered in Cleveland, Ohio
- Employs more than 220 territory managers across the U.S., Canada and the U.K.
- Owns 90+ patents and over 400 trademarks in the commercial building market
- Manufactures nearly 95% of its roof products sold in North America
- Was among the first manufacturers to offer green roof systems in North America and remains an industry leader in green initiatives today
- Introduced the first high-performance modified bitumen roof system manufactured in North America
- Developed the industry's first 40-year roof membrane
- First in the U.S. commercial roofing industry to receive ISO 9002 certification
- Has been 100% employee owned since 2004
- Donates thousands of dollars to local and national charities each year

For more information, visit us at: www.garlandco.com

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GSA Schedule

Garland Greenhouse

made in USA self-certified Made in USA of U.S. and imported parts

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GARLAND SUSTAINABLE SOLUTIONS

There's Nothing Greener Than a Roof That Lasts™



GARLAND® since 1895



THE GARLAND COMMITMENT TO SUSTAINABLE DESIGN

Most design professionals agree that sustainable design is the right thing to do, for our planet and for our children. But realizing those aspirations requires partnering with material and service providers who understand how to achieve environmentally responsible solutions at a reasonable cost, while sustaining the highest level of building envelope performance. Garland is committed to making ***the right thing*** achievable for our public and private sector customers, and the architects and design professionals who serve them.

Understanding that extended service life is the Holy Grail of sustainable building design, Garland offers lasting high-performance solutions in every material category. Beyond longevity, our comprehensive offering includes materials that address every attribute of sustainable design, from energy-saving to cradle-to-grave resource conservation.

GreenShield® vegetative system reduces stormwater runoff.

COMPARATIVE ANALYSIS OF SUSTAINABLE SOLUTION BENEFITS

	Metal Roofs & Wall Systems	Long-Lived Modified Systems	Reflective Coatings	Restoration Systems/ Maintenance Solutions	Vegetative Solutions	Vapor Barriers	Rainscreens	Solar Solutions
Energy Savings	Better	Better	Best	Good	Better	Better	Better	Best
Recycled Content	Best	Best	Good	Good	Better	Good	Best	n/a
Biobased Content	n/a	Best	Good	Better	Best	Good	n/a	n/a
Eco-Related Approvals	Better	Best	Best	Better	Better	Good	Better	Better
Expected Service Life	Best	Best	Better	Better	Best	Best	Best	Best
Manufacturing	Best	Better	Good	Good	Better	Good	Best	Good
Recyclability	Best	Good	n/a	n/a	Better	n/a	Best	Good
Manufacturing Location(s)	Best	Better	Better	Better	Better	Better	Best	Good
Aesthetic Appeal	Best	Better	Better	Better	Best	Better	Best	Good

THE LONG-TERM BENEFITS OF HIGH-PERFORMANCE BUILDING SOLUTIONS

According to a World Green Building Council report The Business Case for Green Building[1], "While there can be additional costs associated with building green as compared to a conventional building, the cost premium is typically not as high as is perceived."

After thoroughly evaluating cost-to-benefit ratios in four major areas (Asset Value, Operating Costs, Workplace Productivity and Health, and Risk Mitigation) the study concluded: "Research shows that building green does not necessarily need to cost more, particularly when cost strategies, program management and environmental strategies are integrated into the development process right from the start."

Although the value proposition is most dramatic with new construction, there is an "overall trend towards the reduction in design and construction costs associated with green building." The study concludes: "Upfront cost increases in green buildings are often offset by a decrease in long-term life-cycle costs."

[1]*The Business Case for Green Building: A Review of the Costs and Benefits for Developers, Investors and Occupants.*

© World Green Building Council, c.org.



R-Mer® Shield & R-Mer® Span structural standing seam is 100% recyclable at the end of its life cycle.

GOLD STANDARD OF SUSTAINABLE DESIGN

LEED® (Leadership in Energy and Environmental Design) is the most widely used green building rating system in the world. LEED provides a standard for developing healthy, highly efficient, and cost-saving green buildings, and is the globally recognized symbol of sustainability achievement and leadership. Since its inception in 1993, LEED has had an extraordinary impact on the environment and its impact will continue well into the future.

- By 2030, LEED projects will have diverted more than 540 million tons of waste from landfills.
- LEED creates healthier spaces with cleaner air, access to daylight, and free from harmful chemicals found in paints and finishings.
- LEED has been critical in reducing smog in major industrialized areas, a direct result of energy-efficient buildings reducing pollution and improving outdoor air quality.
- Nearly 4 billion vehicle miles traveled have been avoided by occupants of LEED buildings, thanks to efficient locations and alternative transportation options.



Pyramic® Plus Lo reflective coating reduces your buildings heat gain.



R-Mer® Shield metal roof and wall system provides unrivaled wind uplift performance.



Green-Lock® Plus membrane adhesive provides a tenacious bond without harmful solvents.



Rainscreens insulated wall panel system will prevent moisture intrusion into your building.



LiquiTec® protects the roof from UV damage while also reducing interior cooling costs and toxic greenhouse gas emissions.



Solar rooftop system generates energy without compromising rooftop performance.

ENDURE, EXTEND

Garland's building envelope solutions are designed to provide extended service life and; therefore, reduce the impact on the environment. By increasing the amount of time between roof replacements, high-performance building solutions significantly reduce landfill waste as well as the time, disruptions, and costs associated with more frequent replacement. To help you make the right decision and determine your return on investment, Garland offers life-cycle cost evaluations for both individual systems and complex integrations. Whether your public or private sector building projects require new construction, renovation, or a proactive preventive maintenance program, Garland can help ensure your buildings' roofs, walls, and below-ground surfaces remain watertight, while optimally contributing to your vision for a sustainable future.



StressPly® EUV Membrane & Pyramic Plus Lo modified bitumen membrane & reflective coating will reduce your energy cos

REUSE, RECYCLE, RENEW







Post-consumer scrap from recycled tires. Pre-consumer boiler slag. Post-consumer glass bottles. Rapidly renewable soy-based oils, bio-based resins, even crushed sea shells. Garland offers a wide number of building material solutions incorporating recycled and/or rapidly renewable materials, as well as solutions that are, in themselves, 100% recyclable.

The Garland Greenhouse® product line was designed to better equip our customers in identifying sustainable alternatives to existing technology. Garland Greenhouse products incorporate one or more of the following characteristics: pre-consumer recycled content, lowered volatile organic content (VOC), bio content, highly reflective surfacing, novel technology and/or post-consumer recyclability.

Our Garland Greenhouse product line includes:

- Modified membranes in a variety of strengths, surfacings, and configurations
- A complete range of metal roof and wall systems
- Reflective and restoration coatings & fluid applied roof systems
- Flashing, membrane, insulation, and structural adhesives
- A family of vegetative roofing solutions





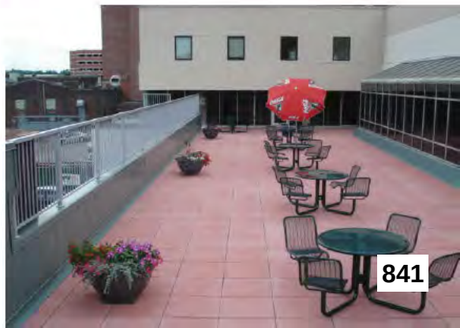




Local purchasing has become a sustainable issue primarily due to the energy consumed in the transportation process. Garland manufacturing facilities are located in the Northeast, Southwest, Southeast, and on the West Coast, making it easy for you to earn local sourcing credits for a comprehensive selection of building envelope solutions.



StressPly® Max Membrane
modified bitumen membrane and white mineral boasts incredible strength and long-term waterproofing protection.





CERTIFY, VALIDATE

Garland invests significant resources into product research and development, including in-house and third-party testing, to ensure our materials meet or exceed industry standards for sustainable design and other aspects of performance.

Garland offers dozens of materials capable of contributing to LEED certification, including modified membranes, metal roof and wall systems, roof coatings, vegetative systems, and a variety of adhesives.

The Cool Roof Rating Council (CRRC®) provides product rating information using accurate and credible third-party methods for evaluating and labeling the solar reflectance and thermal emittance of building materials. Garland offers bright white coatings, non-fibered aluminum coatings, fibered aluminum coatings, and a variety of mineral surfacings that have been CRRC rated.

UL Environment develops environmental and sustainability standards for a wide range of building products, consumer products, and organizations. Garland was the first membrane manufacturer to offer high-performance modified roof systems with third-party UL Environment validation for their recycled and bio-based contents.

ENERGY STAR® is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy. Our ENERGY STAR qualified products include several metal finishes; white reflective coatings, including restoration coatings; and white reflective mineral surfacing materials.

California's Title 24 is a regional specification that is sometimes adopted by other states, provinces, or cities desiring more stringent energy-reduction standards. Garland offers metal finishes, white and aluminum coatings, mineral-surfaced modified systems, and a restoration system that are compliant with Title 24.

ASHRAE® is a building technology society dedicated to the advancement of the arts and sciences in relation to heating, ventilating, air conditioning, and refrigeration. Garland, in partnership with leading manufacturers of energy control solutions, offers comprehensive energy audits to help optimize energy conservation for the total building envelope.

MATERIAL INGREDIENT REPORTING

The Material Ingredient Reporting LEED credit was introduced to increase the transparency and accountability of products marketed as environmentally responsible.

StressPly® IV Plus UV Mineral modified bitumen membrane provides UV protection and added energy savings.

THE NEXT HORIZON









Garland has been partnering with the design community and facility owners to extend the waterproofing performance of commercial building exteriors for over 125 years. As a leader in the manufacture and distribution of high-performance building materials, Garland pioneered the use of vegetative solutions in North America in the early 1990s. We were the first U.S. roofing material manufacturer to:

- Introduce long-lived modified bitumen systems to the commercial roofing market
- Use uniquely woven scrims and polymer blends to extend membrane life
- Offer low-slope insulated steel roofing panels
- Incorporate recycled crumb rubber into our membranes
- Achieve UL Environment certification
- Develop a 100% VOC-free installation solution, from deck to top coat, for modified bitumen systems

Our locally-based representatives receive several hundred hours of classroom and field training, and are provided opportunities for continuing education along with a variety of leadership development programs to keep them, and their customers, at the leading edge of sustainable technologies.



LOCAL SUPPORT, TODAY AND TOMORROW

With over 220 representatives across the U.S., Canada, and the U.K., Garland offers seamless support, process consistency, and technical services, whether you are designing a single facility or implementing a high-performance building philosophy across multiple buildings and geographies.



Statesville Civic Center

STATESVILLE, NORTH CAROLINA

Scenic Civic Center Sees The Bigger Picture, Optimizes Total Cost of Ownership with New Roof



Statesville, North Carolina, is a vibrant community centrally located between the major cities of Charlotte to the south and Winston-Salem to the northeast. Statesville's 30,000ft^2 Civic Center balances its role as a historic central meeting place for residents, with the modern needs of business meetings and conventions drawing corporations from one of the country's fastest-growing regions.

So when Civic Center Director Kenny Roberts noticed early signs of water intrusion coming from the building's ballasted EPDM roof, he didn't wait for the problem to worsen, and quickly called Garland representative Casey Brandemuehl for an assessment of the situation.

CHALLENGE

Roberts had two main objectives:

- His primary goal was to create and maintain a leak-free environment, prior to the leak issues the Civic Center was experiencing becoming a major intrusion.
- Secondly, he needed to make a limited budget work for the project without sacrificing the quality required to deliver on his first objective.

Said Roberts, "We wanted to get out of the cycle of fighting leaks that comes with a lesser quality roof. At the same time, I knew what my budget was and had to stay within certain parameters. I'd looked at virtually every type of roofing system to find something that could meet our needs, and knew Garland had the highest-quality products available. Then Casey brought OMNIA to the table, and everything fell into place."

SOLUTION



Casey Brandemuehl is Garland's Territory Manager for the Carolinas. After touring the Civic Center and discussing Roberts' objectives, he recommended the City of Statesville utilize the group purchasing contract between OMNIA Partners and Garland's Design-Build Solutions (DBS) cooperative contract through OMNIA Partners, Public Sector. Section (e)3 of North Carolina Statute 143-129 states that any governmental or public agency is authorized to cooperatively purchase from contracts competitively solicited by another government agency for the purpose of increasing efficiency or reducing administrative expenses. Garland / DBS has held an approved contract for roofing and building envelope solutions with OMNIA Partners since 2019.

By leveraging the contract through OMNIA Partners, Roberts and his team were able to realize three important benefits:

- Choice in roofing system. Roberts and the City of Statesville team could choose the right system for their specific needs.
- Assistance in qualifying local bidding contractors. Products are just one part of the solution – without a qualified contractor to install the roofing system, even the best systems will fail. The cooperative contract allowed the City of

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Statesville to evaluate competitive bids from local, vetted, and approved Garland roofing contractors.

- Lower TCO. By utilizing the cooperative contract through OMNIA Partners to source materials directly from Garland, the Civic Center saved on total project cost from its initial estimates, while getting the exact system they wanted.

Results

Local roofing contractor Davco Roofing & Sheet Metal was awarded the project and exceeded expectations as they installed the redundant 2-ply Garland roofing system of StessBase 80 base sheet with a StressPly E Mineral cap sheet. Above waterproofing protection, StressPly E delivered sustainability benefits, with 27% pre-consumer recycled content, 8% post-consumer recycled content, and 2.5% rapidly renewable content.

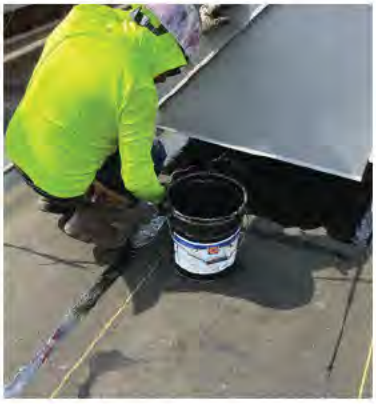
Brandemuehl partnered closely with Davco, visiting the job site three times each week during installation, and providing weekly status reports and photos to Roberts and the City of Statesville. The finished system received a 32-year No-Dollar-Limit warranty from Garland.

"I'd looked at virtually every type of roofing system to find something that could meet our needs, and knew Garland had the highest-quality products available."

Said Brandemuehl, "Working with OMNIA, we went beyond just providing material – we assisted Kenny with managing the entire process, including proper roof design, qualifying bidding contractors, checking in on the job during installation, and thinking long-term to ensure the Statesville Civic Center is able to continue hosting weddings, trade shows, and community events for decades to come - without leaks. The Garland Company is employee-owned, which means I own a small part of the company. With support from OMNIA Partners and partnership from Kenny, I feel that same sense of ownership in the Statesville Civic Center."







At A Glance



Project Name:
Statesville Civic Center; Statesville, North Carolina

Contractor:
Davco Roofing & Sheet Metal

Garland Rep:
Casey Brandemuehl

Solution:

- StressPly E Mineral cap sheet
- StessBase 80 base sheet

Warranty:
32-year No-Dollar-Limit warranty

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River Trails Park District

MOUNT PROSPECT, IL

"The Zone"





Sometimes, it takes a while for a building to find its purpose. Such was the case for the building generically known as "550" and located in an industrial park in Mount Prospect, IL. While the River Trails Park District (RTPD) had acquired the facility in 2003, it would take another 12 years, with lengthy dialogue and input between RTPD leaders and the community, before the building would find new life as "The Zone," an indoor athletic training center that includes parkour, rock climbing, indoor soccer turf fields with over 7,000 square feet of turf – even a 6-foot deep foam pit. The Zone had discovered itself at last, but the RTPD still had a challenge. Could they ensure the building's stale EIFS (exterior insulation finishing system) façade would match the renewed energy and excitement found inside, and do so in a way that was both resistant to moisture and budget-friendly?

CHALLENGE

River Trails Facility Manager Tom Kearns recognized that before The Zone could get an aesthetic facelift, it would need some structural work. "A coat of paint wasn't going to solve our problem," Kearns said. "We had identified cracks throughout the façade and knew that we needed overall work on our building envelope – before we could give The Zone the look we wanted to achieve." Kearns called Matt Lemere, Territory Manager for The Garland Company, to help.

Lemere quickly identified a potential solution for The Zone. "Our Tuff-Coat acrylic architectural wall coating could check all the boxes for The Zone. It can dampproof the EIFS exterior, bridging the small cracks that had been spreading across the walls. Tuff-Coat can be custom color-matched, so we were optimistic we'd find the right look to capture the excitement the community had the The Zone. And with its low-VOC formulation and ease of application, we knew we could complete the project with minimal disruption to The Zone's day-to-day operations."



SOLUTION

The project was bid in Spring 2022 for Fall work and leveraged RTPD's membership in OMNIA Partners. Kearns knew the OMNIA Partners contract would help the bid run smoothly. "Like thousands of other public entities, we rely on our OMNIA Partners membership to deliver the best value across literally hundreds of different kinds of purchases," said Kearns. "Being an OMNIA supplier for building projects made it really seamless to work with Garland, and gave us peace of mind that we would have the best available pricing to make our budget work."

With the contract in place, Lemere and the Garland technical team got to work matching the color and scheme for The Zone. The RTPD had selected a two-tone blue and gray scheme with sharp angles that would bring The Zone's existing structural curves to life. While the gray was a standard offering for Tuff-Coat, the specific shade of blue would require custom color matching. RTPD provided a sample of the desired blue color, which was sent to Garland's technical team in Cleveland for matching. The tech team was able to identify a specific shade of blue from a leading paint provider's architectural fan deck, and formulation of "Zone Blue" began.

With all the pieces in place, the work could begin. Cracks were sealed first, followed by application of the Tuff-Coat. While Autumn weather in Illinois can be unpredictable, Lemere was not worried. "Tuff-Coat dries to touch in as little as 30 minutes, and to recoat in 2 hours, with excellent hang and adhesion to the EIFS. We knew we would be able to move quickly and deliver the project on time." Garland partners with Naperville, IL contractor Futurity 19 on the project. Said Futurity 19's Vice President, Jason Scherencel, "Our team had a great plan, and we were able to move really systematically through the project to deliver the crack repairs and the architectural look that River Trails Park District wanted. We're proud to have played a part in a project that is such a destination for the local community."

"Our Tuff-Coat acrylic architectural wall coating could check all the boxes for The Zone."

- Matt Lemere, Garland Territory Manager

Results

The new look for The Zone delivered on RTPD's expectations for the project. Said Kearns, "It's amazing that after having this facility in our portfolio for almost 20 years, it feels and looks brand new. We are excited that the sports and training that have finally given this site its purpose can now continue years into the future with a strong, durable exterior."





At A Glance



Project Name:
River Trails Park District
Mount Prospect, IL
"The Zone"

Size: 34,000 sq. ft.

Challenges:
Update look of aging façade
Repair cracks in building walls
Meet budget and timeline

Solution:
OMNIA Partners group contract
Tuff-Coat in custom "Zone Blue" and standard gray

Garland Territory Manager:
Matt Lemere

Contractor:
Futurity 19, Jason Scherencel, Vice President

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Building Envelope Solutions Through Garland/DBS, Inc. & OMNIA Partners

Garland/DBS can help support you with design and engineering for the roofing portion of any upcoming projects. Garland can act as an extension of your team through assessment, design, engineering and specification development for the appropriate roofing system. You can take advantage of Garland/DBS's most competitive material pricing while streamlining the process of managing building envelopes across multiple facilities.

NATIONWIDE COVERAGE

LEAK RESPONSE

Garland/DBS can provide immediate service including repairs, scans and core samples to help identify and correct leaks.

FACILITIES DATABASE

Through a facility audit, Garland/DBS can help develop a multi-year plan for all facilities (maintenance and capital expenditures).

DESIGN & ENGINEERING SERVICES

Our in-house engineering team provides the technical resources needed to deliver successful projects.

CERTIFIED QUALITY CONTRACTORS

Our trusted network of qualified and financially stable contractor partners know Garland products and our high standards of quality. We accept nothing less than the best for our customers.

PROJECT MANAGEMENT & WARRANTY PROTECTION

Benefit from our consistent delivery model and ability to manage complex, multi-site projects; Garland/DBS will warrant all materials and labor than the best for our customers.

SUSTAINABLE SOLUTIONS

Achieve your energy savings goals through our green solutions such as reflective coatings and vegetative, low-VOC and cold-applied roofs.

TOTAL COST OF OWNERSHIP

LOWER TOTAL COST OF OWNERSHIP

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To: Board of Directors

From: Robert Zingelmann

Date: October 24, 2023

Subject: Recommendation of Contract Award

Region 4 ESC held an RFP opening on June 27, 2023, for RFP # 23-04 Roofing Products, Services and Job-Order-Contracting (JOC) Services. There were eight (8) proposals submitted:

- Argio Roofing & Construction LLC
- F.H. Paschen, S.N. Nielsen & Associates LLC
- Garland/DBS, Inc.
- Native Consolidated Management
- RL National Roofing Partners, LLC
- RoofConnect Logistics, Inc.
- RS Commercial Construction, LLC
- Weatherproofing Technologies Inc.

After careful review of all proposals, the Evaluation Team has determined that four (4) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Roofing Products, Services and Job-Order-Contracting (JOC) Services	Garland/DBS, Inc. RL National Roofing Partners, LLC RoofConnect Logistics, Inc. Weatherproofing Technologies Inc.	(3) years with option of (2) one-year renewals

Support documentation has been attached for your reference.
Enclosure: Bid Tab Summary

DocuSign Envelope ID: 770CDF07-7FE7-4463-AC9E-30434E496991

October 30, 2023

Mr. Brian Lambert
blambert@garlandind.com
President
Garland/DBS, Inc.
3800 E. 91st Street
Cleveland, OH 44105

Re: Award of Contract #R230401

Dear Mr. Lambert:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, we are pleased to announce that after successful negotiated terms and conditions, Garland/DBS, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #23-04) submitted on June 27, 2023:

Commodity/Service	**Supplier**
Roofing Products, Services and Job-Order-Contracting (JOC) Services	Garland/DBS, Inc.

This contract is effective November 1, 2023, and will expire on October 31, 2026. As indicated above, your contract # is R230401. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and Garland/DBS, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Fred Flores, the Contract Manager assigned to your contract, at (713) 554-0494 or fred.flores@omniapartners.com.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

Contract Approval Request Form

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

1) **Date of Request:** 7/29/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration for authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements to procure the Computer Refresh on behalf of Information Technology Department submitted by the Purchasing Agent**

7) **PEID No: N/A**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: 5310001**
11) **Vendor: CDW**
12) **Vendor Contract No: DIR-CPO-5792**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $501,820.00**
16) **Current Year Projected: $451,861.90**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 4/4/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 4/4/2027

26) Contract # Issued by Purchasing Department: 230780

NOTES: HB1295 not required - publicly traded company

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/29/25 12:40 pm
2	Misty Witmer	Approve	7/29/25 12:42 pm
3	Melissa Fleming	Approve	7/29/25 4:05 pm
4	Veronica Van Horn	Approve	7/29/25 4:17 pm
5	Diana Huallpa	Escalated	7/31/25 5:18 pm
6	Christian Monterrubio	Escalated	8/1/25 5:18 pm
7	Diana Huallpa	Approve	8/1/25 6:05 pm
8	Sergio Cruz	Approve	8/4/25 5:51 pm
Notes:	OS: 1101 159106 5310001		
9	Veronica Van Horn	Approve	8/5/25 5:13 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 4, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Request to Utilize Cooperative Purchasing Agreement DIR-CPO-5792 CDW Government LLC

Gentlemen:

The Commissioners' Court is respectfully requested to grant authorization to utilize a state of Texas-approved cooperative purchasing program as referenced in Texas Local Government Code, Section 271.102, Cooperative Purchasing Program. This authorization would allow procurement of replacement desktops and peripherals for 2019 and earlier for Information Technology without adhering to the competitive bidding requirements specified in Chapter 262.023 – Competitive Requirements.

The Purchasing Department has reviewed this request and recommends approval. Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Department of Enterprise Services - 5WH

Title: EndPoint Refresh 2025

Description: For the replacement of antiquated endpoints county-wide, to include break/ fix. Numbers based on inventory reports from Intune and Config Manager. Replacement for machines procured 2019 and previous. Dual monitors for each upgrade, also includes various peripherals such as mice, keyboards, and docking stations.

For who: County Wide Endusers

Location: County Wide

When needed: August 15, 2025

Justification: Replacement of antiquated and damaged equipment for end users.

Item	Qty	Per Unit $	Total
Various items	953	$8.36 - $2,020.00	$451,861.00

Total spend: 451,861.00

Is this item budgeted: ☑ Yes ☐ No **Budgeted amount:** 452,000.00

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☐ Yes ☑ No **Current expiration date:**

DIR Contract?: ☑ Yes ☐ No **DIR Contract #** DIR-CPO-5792

Account: 1101159100 5310001

Submitted by: Shanna M. Fuentes **Date:** 7/28/25

REQUEST ID- # 41014

2025 Endpoint Refresh Project

Requested by Fuentes, Shanna on Feb 25, 2025 12:04 PM | Approval Status : Not Configured

Request Details

Request Type	Service Request	Mode	Not Assigned
Status	Work In Progress	Level	Not Assigned

Requester Details

Requester Name	Fuentes, Shanna	Assets	-

Site	Base Site	Category	Purchasing
Group	Not Assigned	Sub Category	Supplies
Technician	Michaels, Lauren	Item	Not Assigned

Created Date	Feb 25, 2025 12:04 PM	Responded Time	Not Configured
Due by date	Mar 5, 2025 12:04 PM	Completed Time	Not Configured
Response Due Date	Not Configured		

Emails to Notify	-

Created By	Fuentes, Shanna	Department	Information Technology
Template	Ad-Hoc Service	Service Category	Ad-Hoc
SLA	6 Day Resolution		

Description

Planning for replacements. Quotes, spreadsheets, and additional information will be added.

Requester Details

Fuentes, Shanna

shanna.fuentes@galvestoncountytx.gov

Employee ID	E101227
Phone	+14097662348
Mobile	-
Job Title	IT Service Desk Manager
Site	Base Site
Department	Information Technology

Reporting Manager	Martinez, Chris
Test	-

Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date

No assets found in this view

				$ 451,861.90
Customer:	Galveston County	Contract: DIR-CPO-5792	Quote Number:	250711A
Contact:	Shanna Fuentes		Quote Date:	July 11, 2025
Address:	722 Moody		Prepared By:	Alyssa McArthur-Guzman
	Galveston TX		Phone:	(877)621-3156
Phone:			Email:	alysmca@cdwg.com

QTY	MFG PART	DESCRIPTION	UNIT COST	EXT. COST
200	338-CRZG	Dell Pro Micro QCM1250 **(MSRP: $1,469.99)**	$ 695.00	$ 139,000.00
	338-CRZG	Intel(R) Core(TM) Ultra 5 245T vPro(R) (13 TOPS NPU, 14		
	605-BBPV	cores, up to 5.1GHz)		
	370-BCWF	Ubuntu 24.04 LTS (Long Term Support)		
	400-BSWT	16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC		
	555-BLWT	256GB SSD TLC		
	555-BLWW	Internal WiFi Antenna		
	555-BLZP	Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card		
	329-BKRP	Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax,		
	580-BCCR	Bluetooth(R) wireless card		
	570-BBKP	Dell Pro Micro with 35W Processor		
	387-BBLW	Dell Wired Keyboard - KB216 - US English - Black		
	450-AAZN	Dell Wired Mouse - MS116		
	340-DNBV	ENERGY STAR Qualified		
	817-BBSI	US Power Cord		
	340-DTWQ	Documentation		
	389-FKHG	System Monitoring not selected in this configuration		
	329-BBJL	Quick Start Guide		
	340-DTXM	US/Canada Battery Warning Label		
	389-BBUU	Trusted Platform Module (Discrete TPM Enabled)		
	389-FKNR	Shipping Material, MPP Cusion		
	409-BCWL	Shipping Label		
	389-FGFR	Regulatory Label for 90W Adapter		
	800-BBIO	iRST not selected		
	210-BPPW	Intel Core Ultra 5 Processor Label		
	631-BCFL	Desktop BTO Standard shipment		
	379-BDZB	Dell Pro Micro QCM1250		
	817-BBBB	Intel vPro(R) Enterprise		
	575-BCRQ	EPEAT 2018 Registered (Gold)		
	520-BBGY	Custom Configuration		
	382-BBPW	1st M.2 2230 SSD Extend Bracket & Screw		
	450-ALFO	Internal Speaker		
	340-ACQQ	Optional USB Type-C with DisplayPort Alt mode		
	631-BBZB	90 Watt A/C Adapter		
	716-3403	No Option Included		
	716-4266	No Factory Install Language Software		
	822-3177	Dell Limited Hardware Warranty Plus Service		
	658-BFWQ	Onsite Service After Remote Diagnosis 3 Years		
	658-BFWQ	Partner Success Program Management		
	658-BFWQ	Ubuntu Dell Pro Desktops		

12	338-CRZM	Dell Pro Slim Plus QBS1250 **(MSRP: $3,593.77)**	$ 1,737.00	$ 20,844.00
	338-CRZM	Intel(R) Core(TM) Ultra 7 265 vPro(R) (13 TOPS NPU, 20 cores, up to 5.3GHz)		
	605-BBPV	Ubuntu 24.04 LTS (Long Term Support)		
	370-BCXJ	64GB: 2 x 32GB, DDR5, up to 5600 MT/s, non-ECC		
	400-BSYK	1TB Performance SSD, SED Ready		
	773-BBBC	1st M.2 2280 SSD Screw		
	490-BLBT	NVIDIA RTX A400, 4 GB GDDR6, half height, 4 mDP		
	555-BLWS	Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card		
	555-BLWX	External WiFi Antenna		
	555-BLZD	WLAN Driver Intel(R) Wi-Fi 7 BE200		
	329-BKSQ	Dell Pro Slim Plus QBS1250 with 360W PSU		
	580-BCCH	Dell Pro Keyboard and Mouse - KM5221W - US English - Black		
	570-AADI	Mouse included with Keyboard		
	387-BBLW	ENERGY STAR Qualified		
	450-AAOJ	System Power Cord (Philipine/TH/US)		
	340-DNBV	Documentation		
	817-BBSI	System Monitoring not selected in this configuration		
	340-DTTZ	Quick Start Guide		
	389-FKHG	US/Canada Battery Warning Label		
	329-BBJL	Trusted Platform Module (Discrete TPM Enabled)		
	340-DTSR	Shipping Material (DAO)		
	389-BBUU	Shipping Label		
	389-FJYT	DAO Reg label for 360W PSU		
	409-BCWL	iRST not selected		
	389-FGBC	Intel Core Ultra 7 Processor Label		
	800-BBIO	Desktop BTO Standard shipment		
	210-BPPM	Dell Pro Slim Plus QBS1250		
	631-BCBP	No vPro(R) support		
	379-BDTO	EPEAT 2018 Registered (Silver)		
	817-BBBB	Custom Configuration		
	429-BBCH	No Optical Drive		
	520-BBKW	Internal speaker		
	382-BBHX	No Additional Add In Cards		
	555-BBJO	No Additional Network Card Selected (Integrated NIC included)		
	492-BCKH	No Additional Video Ports		
	340-ACQQ	No Option Included		
	379-BBHM	No Media Card Reader		
	817-BBBN	NO RAID		
	631-BBZB	No Factory Install Language Software		
	632-BBBJ	CMS Software not included		
	575-BBKX	No Hard Drive Bracket		
	717-8784	Dell Limited Hardware Warranty Plus Service		
	717-8795	Onsite/In-Home Service After Remote Diagnosis, 3 Years		
	822-3177	Partner Success Program Management		
	658-BFWQ	Ubuntu Dell Pro Desktops		
	382-BBHX	No Additional Add In Cards		
8	338-CRZM	Dell Pro Tower Plus QBT1250 **(MSRP: $2,563.00)**	$ 1,239.00	$ 9,912.00
	605-BBPV	Intel(R) Core(TM) Ultra 7 265 vPro(R) (13 TOPS NPU, 20 cores, up to 5.3GHz)		
	370-BCWX	Ubuntu 24.04 LTS (Long Term Support)		

	400-BSYK	16GB: 1 x 16GB, DDR5, up to 5600 MT/s, non-ECC		
	773-BBBC	1TB Performance SSD, SED Ready		
	490-BKSX	1st M.2 2280 SSD Screw		
	555-BLWW	Integrated Graphics		
	555-BLXY	Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless		
	555-BMDK	External Antenna		
	329-BLDR	Wireless Driver, Intel Wi-Fi 6E AX211 2x2 and Bluetooth		
	580-BCCH	wireless card		
	570-AADI	Dell Pro Tower QBT1250 with 260W PSU DAO		
	387-BBLW	Dell Pro Keyboard and Mouse - KM5221W - US English - Black		
	450-AAOJ	Mouse included with Keyboard		
	340-DNBV	ENERGY STAR Qualified		
	817-BBSI	System Power Cord (Philipine/TH/US)		
	340-DVBF	Documentation		
	389-FKHG	System Monitoring not selected in this configuration		
	329-BBJL	Quick Start Guide		
	328-BGNK	US/Canada Battery Warning Label		
	389-BBUU	Trusted Platform Module (Discrete TPM Enabled)		
	389-FKDL	MPP shipping material, DAO		
	409-BCWL	Shipping Label		
	389-FGBC	Dell Pro Tower Plus FSJ Regulatory label for 260W PSU		
	800-BBIO	iRST not selected		
	210-BPWD	Intel Core Ultra 7 Processor Label		
	631-BCCW	Desktop BTO Standard shipment		
	379-BDTO	Dell Pro Tower Plus QBT1250		
	817-BBBB	Intel vPro Enterprise		
	379-BBHM	EPEAT 2018 Registered (Silver)		
	555-BBJO	Custom Configuration		
	429-BBCH	No Media Card Reader		
	520-BBKW	No Additional Network Card Selected (Integrated NIC included)		
	325-BGHS	No Optical Drive		
	492-BCKH	Internal speaker		
	632-BBBJ	Cable Cover		
	340-ACQQ	No Additional Video Ports		
	575-BBKX	CMS Software not included		
	382-BBHX	No Option Included		
	631-BBZB	No Hard Drive Bracket		
	817-BBBN	No Additional Add In Cards		
	717-8534	No Factory Install Language Software		
	717-8576	NO RAID		
	822-3177	Onsite/In-Home Service After Remote Diagnosis, 3 Years		
	658-BFWQ	Dell Limited Hardware Warranty Plus Service		
	382-BBHX	Partner Success Program Management		
	382-BBHX	Ubuntu Dell Pro Desktops		
	382-BBHX	No Additional Add In Cards		
90	210-BPDN	Dell Pro 14 Plus (PB14250) XCTO Base (MSRP: $2,613.18)	$ 1,207.00	$ 108,630.00
	379-BFXG	Intel(R) Core(TM) Ultra 5 236V vPro(R) (40 TOPS NPU, 8 cores, up to 4.7 GHz) with 16GB Memory		
	605-BBPV	Ubuntu 24.04 LTS (Long Term Support)		
	370-BCNS	16 GB: LPDDR5x, 8533 MT/s (onboard)		
	338-CRMN	Integrated Intel Arc graphics for Intel Core Ultra 5 236V vPro processor, 16 GB LPDDR5x memory		

	400-BSLT	512 GB TLC SSD		
	631-BBZB	No Factory Install Language Software		
	391-BJRW	14", Touch, FHD+, 300 nit, 100% sRGB, Anti-Glare, 5MP+IR Cam		
	346-BLCQ	Fingerprint Reader, Smart Card Reader with NFC, Control Vault 3+, No RJ-45		
	319-BBJW	5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone		
	583-BMLQ	English US backlit Copilot key keyboard, 79-key		
	555-BLNW	Intel(R) BE201 WLAN Driver		
	555-BLMQ	Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card		
	451-BDKX	3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable		
	492-BDTG	65W AC adapter, USB Type-C		
	470-BCXK	E4 Power Cord 1M for US		
	340-DSKC	Quick Start Guide		
	340-DNBV	Documentation		
	387-BBLW	ENERGY STAR Qualified		
	817-BBBB	Custom Configuration		
	340-DTMZ	LNL CPU+65W Adapter,Clamshell		
	379-BDZB	EPEAT 2018 Registered (Gold)		
	631-BBZX	Intel(R) vPro(R) Enterprise Technology Enabled		
	321-BLPF	No WWAN (WLAN only)Tray, No RJ-45, Clamshell		
	409-BCWL	iRST not selected		
	389-FGFR	Intel Core Ultra 5 Processor Label		
	714-0464	Dell Limited Hardware Warranty		
	714-6658	Onsite/In-Home Service After Remote Diagnosis, 1 Year		
	714-6668	Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended		
	975-3461	Dell Limited Hardware Warranty Extended Year(s)		
	822-3177	Partner Success Program Management		
	822-3177	Ubuntu Dell Pro Laptops		
14	210-BPCJ	Dell Pro 16 Plus (PB16250) XCTO Base **(MSRP: $2,519.27)**	$ 1,164.00	$ 16,296.00
	379-BFXG	Intel(R) Core(TM) Ultra 5 236V vPro(R) (40 TOPS NPU, 8 cores, up to 4.7 GHz) with 16GB Memory		
	605-BBPV	Ubuntu 24.04 LTS (Long Term Support)		
	370-BCNS	16 GB: LPDDR5x, 8533 MT/s (onboard)		
	338-CRJK	Integrated Intel® Arc™ graphics for Intel® Core™ Ultra 5 236V vPro® processor, 16 GB LPDDR5x memory		
	400-BSLG	1 TB TLC SSD		
	631-BBZB	No Factory Install Language Software		
	391-BJPT	16", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam		
	346-BLJG	No Fingerprint Reader, No Smart Card Reader, No RJ-45		
	319-BBKH	FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone		
	583-BMQF	English US backlit Copilot key keyboard with numeric keypad		
	555-BLRT	Intel® BE201 WLAN Driver		
	555-BLMQ	Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card		
	451-BDKX	3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable		
	492-BDTG	65W AC adapter, USB Type-C		
	537-BBDO	E4 Power Cord 1M for US		
	340-DTVS	Quick Start Guide		

	340-DNBV	Documentation		
	387-BBLW	ENERGY STAR Qualified		
	817-BBBB	Custom Configuration		
	340-DSLY	Dell Pro 16 Plus Mix Model		
	379-BDZB	EPEAT 2018 Registered (Gold)		
	389-FGFR	Intel Core Ultra 5 Processor Label		
	409-BCWL	iRST not selected		
	321-BLQD	No WWAN (WLAN only) Tray		
	631-BCBJ	Intel® vPro® Enterprise Technology Enabled		
	714-0464	Dell Limited Hardware Warranty		
	714-6658	Onsite/In-Home Service After Remote Diagnosis, 1 Year		
	714-6668	Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended		
	975-3461	Dell Limited Hardware Warranty Extended Year(s)		
	822-3177	Partner Success Program Management		
150	210-BRQK	Dell Pro Thunderbolt 4 Smart Dock SD25TB4	$ 266.00	$ 39,900.00
	718-2057	Dell Limited Hardware Warranty		
	718-2058	Advanced Exchange Service 3 Years		
12	210-BMFJ	Dell Pro 27 Plus Monitor - P2725H	$ 190.00	$ 2,280.00
	814-5380	Dell Limited Hardware Warranty		
	814-5381	Advanced Exchange Service, 3 Years		
275	210-BMGH	Dell Pro 24 Plus Monitor - P2425H	$ 151.00	$ 41,525.00
	814-5380	Dell Limited Hardware Warranty		
	814-5381	Advanced Exchange Service, 3 Years		
6	7805525	SUR PRO10 U5-135U 16/256 W11 PLT	$ 1,301.59	$ 7,809.54
6	7866711	MS SURFACE PRO KB W/PENSTOR SLIM BLK	$ 200.10	$ 1,200.60
10	7405398	SURFACE THUNDERBOLT 4 DOCK	$ 175.00	$ 1,750.00
1	210-BPST	Dell Pro Max Slim CTO Base (MSRP: $4,230.13)	$ 2,020.00	$ 2,020.00
	338-CSBY	Intel Core Ultra 7 265 (30 MB cache, 20 cores, 20 threads, 1.8 GHz to 5.3 GHz, 65W)		
	605-BBPV	Ubuntu 24.04 LTS (Long Term Support)		
	580-BCCH	Dell Pro Keyboard and Mouse - KM5221W - US English - Black		
	570-AADI	Mouse included with Keyboard		
	490-BKSP	NVIDIA(R) RTX(TM) A1000, 8 GB GDDR6, 4 mDP to DP adapters		
	370-BCTX	64GB: 2 x 32 GB, DDR5, 5600 MT/s, non-ECC		
	400-BSWM	1TB SSD TLC with DRAM M.2 2280 PCIe Gen4 SED Ready		
	400-AKZR	No Hard Drive		
	449-BCJF	Storage Config C6, 2280 boot		
	817-BBBN	NO RAID		
	555-BLXC	Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO,		
	555-BLXD	Bluetooth(R) 5.4 wireless card		
	631-BCDD	External Wi-Fi Antenna		
	387-BBLW	Intel vPro Disabled		
	450-AHDU	ENERGY STAR Qualified		
	340-DNBV	System Power Cord C13 (US 125V, 15A)		
	555-BLZL	Documentation		
	340-CBUU	Intel BE200 WLAN Driver		
	340-DTSR	Shipping Material (DAO)		
	340-DTSR	Shipping Material (DAO)		
	817-BBBB	Custom Configuration		
	340-DTYN	Quick Setup Guide		
	389-FKHB	US Reese coin battery Package Warning label		

	321-BLSC	Dell Pro Max Slim with 360W (80 Plus Platinum) PSU (with system fan), DAO		
	409-BCWL	iRST not selected		
	389-FGBC	Intel Core Ultra 7 Processor Label		
	340-ACBY	Dell Precision/Pro Max Desktops TPM		
	379-BDZB	EPEAT 2018 Registered (Gold)		
	555-BBJO	No Additional Network Card Selected (Integrated NIC included)		
	631-BBZB	No Factory Install Language Software		
	412-BCBP	65W CPU Air Cooler		
	340-ACQQ	No Option Included		
	429-BBCL	No Optical Drive		
	403-BBCE	Integrated Intel SATA Controller		
	389-FJZS	FSJ Regulatory Label, 360W Platinum		
	817-BBSI	System Monitoring not selected in this configuration		
	632-BBBJ	CMS Software not included		
	384-BDRW	No Fans Included		
	400-AKZR	No Hard Drive		
	400-AKZR	No Hard Drive		
	575-BBKX	No Hard Drive Bracket		
	385-BBBL	No Media Card Reader		
	716-2638	Dell Limited Hardware Warranty Plus Service		
	717-0907	Onsite/In-Home Service After Remote Diagnosis 3 Years		
	658-BFWR	Ubuntu Dell Pro Max Desktops		
25	6055719	BATT TECH 65W USB-C AC ADAPTER	$ 42.40	$ 1,060.00
20	2481417	Cable, NEMA 5-15P to C13 - 10A, 125V, 18 AWG, 10 ft. (3.05 m), Black	$ 9.97	$ 199.40
60	2381888	BELKIN 6FT HDMI CABLE	$ 8.36	$ 501.60
16	8406451	DELL CTO RB14250 U5-135U 256 32 W11P	$ 2,346.39	$ 37,542.24
16	8405718	DELL CTO PRO THUNDERBOLT 4 SMART	$ 262.72	$ 4,203.52
16	8409329	DELL CTO 12-32V HANDLING POWER ADAP	$ 489.73	$ 7,835.68
16	8409331	DELL CTO RUGGED LAPTOP CRADLE TRI RF	$ 584.52	$ 9,352.32
			FREIGHT:	**$ -**
			GRAND TOTAL:	**$ 451,861.90**

Corporate Headquarters:
Will Call & Third Party Pickup
200 North Milwaukee Ave.
Vernon Hills, IL 60061

Please remit payment to:
CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

Pricing Proposal
Quotation #: 26456671
Created On: 7/28/2025
Valid Until: 8/22/2025

TX-County of Galveston

Shanna Fuentes
1353 FM 646 West
Suite 201
Dickinson, TX 77539
United States
Phone: 4097706267
Fax:
Email: Shanna.Fuentes@galvestoncountytx.gov

Client Solutions Manager

Lauren Simone
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-6210
Fax:
Email: lauren_simone@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Dell Pro Micro QCM1250 CTO (U7/32gb/512SSD,256SSD,WIFI/3yr Pro Support) Dell - Part#: 3000192704058.1 Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076 **Note:** Estimated delivery if purchased today: Aug.8, 2025	115	$1,429.74	$164,420.10
2	Dell Pro 24 Plus Monitor Dell - Part#: P2425H Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076 **Note:** Estimated delivery if purchased today: July 31, 2025	200	$177.08	$35,416.00
3	Dell Pro 27 Plus Monitor Dell - Part#: P2725H Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076 **Note:** Estimated delivery if purchased today: July 31, 2025	12	$221.34	$2,656.08
4	Dell Pro Thunderbolt 4 Smart Dock SD25TB4 Dell - Part#: WD22TB4 Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076 **Note:** Estimated delivery if purchased today: Aug. 1, 2025	150	$318.75	$47,812.50
5	Dell Pro 13 Plus PB13250 CTO (u5/16gb/256SSD/CrowdStrike 1yr Support/NT/FP reader/3yr Pro Support)? Dell - Part#: 3000192706461.1 Contract Name: Dell Contract #: DIR-CPO-5792 Subcontract #: C000001270076 **Note:** Estimated delivery if purchased today: Aug. 14, 2025	110	$1,513.71	$166,508.10

Subtotal	$416,812.78
Shipping	$0.00
Total	$416,812.78

Additional Comments

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 20 days.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

iT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
http://www.iT1.com
(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)

Date
Jul 29, 2025 08:39 AM PDT

Modified Date
Jul 29, 2025 08:30 AM PDT

Quote #
USQT1043563 - rev 1 of 1

Description
Dell

SalesRep
Morberg, Steve
(P) 480-676-3524

Customer Contact
Michaels, Lauren
(P) 409-766-2220
lauren.michaels@galvestoncountytx.gov

Customer
Galveston County (100997)
Michaels, Lauren
722 Moody
Ste 202,
Galveston, TX 77550-2318
United States
(P) (409) 762-8621

Bill To
Galveston County
Lee, Taylor
722 Moody
4th Floor,
Galveston, TX 77550
United States
(P) (409) 770-5308
Taylor.Lee@co.galveston.tx.us

Ship To
Galveston County
Michaels, Lauren
722 Moody 2nd floor
Galveston, TX 77550-2318
United States
(P) 409.770.6233
Lauren.michaels@galvestoncountytx.gov

Customer PO:	**Terms:** Undefined	**Ship Via:** GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Dell P2425H LED monitor - 24" (23.81" viewable) - 1920 x 1080 Full HD (1080p) @ 100 Hz - IPS - 250 cd/m² - 1500:1 - 5 ms - HDMI, VGA, DisplayPort - BTO - with 3 years Basic Hardware Service with Advanced Exchange after remote diagnosis	DELL-P2425H	Yes	200	$172.30	$34,460.00
2		Dell P2725H LED monitor - 27" - 1920 x 1080 Full HD (1080p) @ 100 Hz - IPS - 300 cd/m² - 1500:1 - 5 ms - HDMI, VGA, DisplayPort - BTO - with 3 years Basic Hardware Service with Advanced Exchange after remote diagnosis	DELL-P2725H	Yes	12	$215.39	$2,584.68
3		Dell Pro Micro Plus QBM1250 Micro Core Ultra 7 265 / up to 5.3 GHz - RAM 32 GB - SSD 1 TB - NVMe, TLC - Intel Graphics - Gigabit Ethernet, Bluetooth, IEEE 802.11ax (Wi-Fi 6E) - Win 11 Pro - monitor: none - BTS - with 3 Years Basic Onsite Service after Remote Diagnosis with Hard	1T9FW	Yes	115	$1,492.61	$171,650.15
4		Dell Pro Thunderbolt 4 Smart Dock SD25TB4 Docking station - Thunderbolt 4 - HDMI, 2 x DP, 2 x Thunderbolt 4, USB-C - 1GbE, 2.5GbE - 180 Watt - BTO - with 3 years Basic Hardware Service with Advanced Exchange after remote diagnosis	DELL-SD25TB4	Yes	150	$322.84	$48,426.00
5		Dell Pro 13 Plus PB13250 Intel Core Ultra 5 - 236V / up to 4.7 GHz - vPro Enterprise - Win 11 Pro - Arc Graphics 130V - 16 GB RAM - 512 GB SSD TLC, NVMe - 13.3" IPS 1920 x 1200 (Full HD Plus) - Wi-Fi 7 - platinum silver - kbd: US English - BTS - with 1 Year Basic Onsite Serv	XPJ56	Yes	110	$1,423.86	$156,624.60

Customer Comments
TIPS USA CONTRACT 210101

Subtotal:	**$413,745.43**
Tax (.0000%):	$0.00
Shipping:	$0.00
EWR:	$0.00
Total:	**$413,745.43**

Due to supply chain difficulties, many manufacturers have implemented a policy that cancellations are not accepted. Considering this, all products ordered through iT1 are considered non-cancellable unless otherwise received in writing. Unless a specific customer agreement is in force, this policy supersedes any language that a customer may put on purchase order(s), form(s), email(s), or any other means of communication.

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. Any purchases Company makes with iT1 are subject to iT1's General Terms and Conditions. iT1 General Terms and Conditions are here: https://it1.com/40-ca-001-3-it1-general-terms-and-conditions_07-24-2023/ These General Terms and

Conditions supersede any terms and conditions Company may include in any purchase order or form. Terms and conditions can be changed at iT1's sole discretion at any time.



Department of Information Resources

DIR-CPO-5792 Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section 3 Definitions.

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
E. A local workforce development board created under Section 2308.253, Texas Government Code;
F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
I. A nonprofit organization that provides affordable housing.

3.5 Business day

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 DIR

Refers to the Texas Department of Information Resources.

3.7 Effective Date

Refers to the effective date of the Contract as set forth therein.

3.8 Invoice

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 Purchase Order

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 State

Refers to the State of Texas.

3.11 Statement of Work (SOW)

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 Subcontracting Plan

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 Modification of Contract Terms and/or Amendments

A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 Invalid Term or Condition

A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

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. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

(i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),

(ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,

(iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,

(iv) domain names,

(v) any copies, and similar or derivative works to any of the foregoing,

(vi) all documentation and materials related to any of the foregoing,

(vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and

(viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

a. by any Successful Respondent personnel or Customer personnel, or

b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

ii) any work of authorship, including any copyrights, moral rights or neighboring rights;

iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

iv) domain name registrations; and

v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
   i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
   ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.

B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.

i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.

ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.

iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

i) a list with description of products and/or services awarded;
ii) Successful Respondent contact information (name, telephone number and email address);
iii) instructions for obtaining quotes and placing Purchase Orders;
iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
v) a link to the DIR "Cooperative Contracts" webpage;
vi) the DIR logo in accordance with the requirements of Section 7.9; and
vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

A. the logo may not be modified in any way,
B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager's duties include but are not limited to:

A. monitoring compliance and management of the Contract,
B. advising DIR of Successful Respondent's performance under the Contract, and
C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager's duties shall include but are not limited to:

A. supporting the marketing and management of the Contract,
B. facilitating dispute resolution between Successful Respondent and Customers, and
C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum,: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.

B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.

C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.

D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Free payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section 9.3 Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval).

C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 Contract Administration Notification

A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
   i) Successful Respondent Contract Manager's name and contact information,
   ii) Successful Respondent sales representative name and contact information, and
   iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, 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, resulting from, or related to:
   i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
   iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 **Property Damage**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 **Taxes/Worker's Compensation/Unemployment Insurance**

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation 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 Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

i) it has not given, offered to give, and do not intend 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;

ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;

xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

xx) if Successful Respondent is required to make a verification pursuant to Section 2276.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2275.0102, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and

xxv) all information provided by Successful Respondent is current, accurate, and complete.

C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section 10.4, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;
B. Independent Contractor coverage;
C. State of Texas, DIR, and Customer listed as an additional insured; and
D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of $1,000,000 per accident, $1,000,000 disease PER EMPLOYEE and $1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation;
B. Additional insured.

10.16 **Use of State Property**

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 **Immigration**

A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and

ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State 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.

B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.

C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section 4.5.

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

Consideration for authorization to not extend ITB 24-013 Vehicle Collision and Body Repair and authorization to re-solicit for these services submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 4:53 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 18, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: ITB #24-013 Vehicle Collision and Body Repair
Contract #CM

Gentlemen,

The contact associated with ITB 24-013, Vehicle Collision and Body Repair is scheduled for its first extension on November 29, 2025. The current vendor for this service is Marty's City Auto Company.

The Fleet Finance and Administrative Manager has decided not to extend this contract and has requested to re-solicit for these services.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Fleming, Melissa
Sent: Monday, August 4, 2025 11:53 AM
To: Bryant, Elizabeth; Dickey, Tammy
Cc: Smith, Zachary; Crowder, Lee
Subject: RE: Bid 24-013 - Vehicle Collision and Body Repair

Hello,

Received and copied in Tammy so she is aware of the RE-BID details.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

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From: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytx.gov>
Sent: Monday, August 4, 2025 8:09 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Cc: Smith, Zachary <Zachary.Smith@co.galveston.tx.us>; Crowder, Lee <Lee.Crowder@co.galveston.tx.us>
Subject: RE: Bid 24-013 - Vehicle Collision and Body Repair
Importance: High

Good Morning,

Please stop extension process for Vehicle Collision & Body Repair, we need to re-bid this service please.

Thank You,
Elizabeth Bryant
Finance & Administrative Manager
Fleet Management Department
5115 HWY 3 Dickinson, TX 77539
281-309-5074

Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.

From: Bryant, Elizabeth
Sent: Thursday, July 31, 2025 11:13 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: RE: Bid 24-013 - Vehicle Collision and Body Repair

Yes, please extend.

Thank You,
Elizabeth Bryant
Finance & Administrative Manager
Fleet Management Department
5115 HWY 3 Dickinson, TX 77539
281-309-5074

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From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Thursday, July 31, 2025 11:10 AM
To: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytx.gov>
Subject: RE: Bid 24-013 - Vehicle Collision and Body Repair

Hi Elizabeth,

Checking in to see if you would like to offer the 1st extension.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

From: Fleming, Melissa
Sent: Friday, July 25, 2025 9:54 AM
To: Bryant, Elizabeth <Elizabeth.Bryant@galvestoncountytx.gov>
Subject: Bid 24-013 - Vehicle Collision and Body Repair

Hello Elizabeth,

Our contract with Marty's City Auto for Vehicle Collision and Body Repair will be due for the 1st extension. Would you like to offer the 1st extension?

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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

Consideration for authorization to extend the contract for RFP #B232018, HVAC Supplies and Equipment submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 5:00 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 18, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: RFP #B232018, HVAC Supplies & Equipment Contract #CM23264

Gentlemen,

The contract associated with RFP #232018, HVAC Supplies & Equipment is scheduled for its second extension on November 2, 2025. The contracted vendor for this service is Coburn Supply Company, Inc.

No amendments to the agreement are requested at this time.

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Fleming, Melissa
Sent: Thursday, July 31, 2025 9:59 AM
To: Dickey, Tammy
Subject: FW: B232018 - HVAC Supplies and Equipment
Attachments: SKM_C550i25073109570.pdf

Hi Tammy,

This is for B232018 - HVAC Supplies and Equipment.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

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From: Witmer, Misty <Misty.Witmer@galvestoncountytx.gov>
Sent: Thursday, July 17, 2025 2:57 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>; Garcia, Mark <Mark.Garcia@co.galveston.tx.us>
Subject: RE: B232018 - HVAC Supplies and Equipment

Is this with Coburn's? If so, yes, please extend it.

Misty Witmer
Director/Chief Information Officer
Department of Enterprise Services
NOTE TO OUR CUSTOMERS: To ensure your needs are being captured, all inquiries and requests should be directed to our Service Desk via https://servicedesk.galvestoncountytx.gov, emailing **tickets @galvestoncountytx.gov** or calling **X2685.**

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Thursday, July 17, 2025 10:41 AM
To: Garcia, Mark <Mark.Garcia@co.galveston.tx.us>; Witmer, Misty <Misty.Witmer@galvestoncountytx.gov>
Subject: B232018 - HVAC Supplies and Equipment

Hello,

The bid for HVAC Supplies and Equipment is due for the second and final extension. Please let me know if you wish to offer the second extension.

Sincerely,

Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
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THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB
ASSISTANT PURCHASING AGENT

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

7/28/2025

COBURN SUPPLY COMPANY INC
6510 BROADWAY
GALVESTON, TX 77551

RE: SOLICITATION NAME: HVAC Supplies and Equipment
Contract # CM23264 / Bid # B232018

Good day,

The resultant contract listed below is eligible for the second extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM23264
- Bid Number: B232018
- Solicitation Name: HVAC Supplies and Equipment
- 2nd Extension Period: 11/02/2025 – 11/01/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County

ACCEPTED BY (signature)

DATE 7-29-25

BRANCH MANAGER
TITLE

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Qualification 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.

A. PURPOSE

The County of Galveston is seeking a responsible independent vendor to provide Heating, Ventilating, and Air Conditioning (HVAC) supplies and equipment as specified within this request for proposal. All materials must be new, of current stock, in first-class condition, and suitable for commercial applications unless otherwise specified.

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.

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)	Friday, May 26, 2023
Advertise Solicitation (second date of publication)	Friday, June 2, 2023
Deadline for Questions & Inquiries	**Thursday, June 8, 2023, by 5:00 p.m.**
Submission Deadline / RFP Opening	**Thursday, June 29, 2023, at 2:00 p.m.**

Interested parties can attend the Thursday, June 29, 2023, 2:00 p.m. virtual bid opening at the link mentioned below:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m14df3d27e8722708b0041c659f7ce72b

Join by meeting number
Meeting number (access code): 2493 982 7844
Meeting password: B232018 (2232018 from video systems)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,24939827844## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24939827844@galvestoncountytx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

D. SUBMISSION INSTRUCTIONS:
One (1) single-sided unbound original proposal, and three (3) single-sided proposal copies, must be submitted no later than **2:00 P.M. CST**, on **Thursday, June 29, 2023:**

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 timekeeping piece for this solicitation process. Any proposals received after **2:00 P.M. 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 @ http://www.galvestoncountytx.gov/county-offices/purchasing

E. PROPOSAL SURETY
A surety/bond ***is not a requirement*** of this solicitation.

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 applicable** to this solicitation.

H. 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 "**HVAC Supplies & Equipment RFP #B232018–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.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

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, 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.

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 in sufficient 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.

I. 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:

William Riordan
Facilities Director
722 Moody, 6th 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.

J. PROPOSER'S QUALIFICATION:

All potential vendors shall be primarily engaged in the supply of said supplies and are required to furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested goods as designated in the following set of specifications.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

No contract will be awarded except to a responsible independent vendor who is capable of supplying HVAC supplies and equipment that are suitable for use in commercial installations.

Successful vendor will be expected to maintain and have available for immediate shipment the minimum quantities of items as specified herein. If more than the minimum is ordered, vendor should be prepared to furnish the minimum order quantity within 1-3 days with the balance to be available within (14) fourteen days after receipt of a valid purchase order number.

K. COST

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

L. DELIVERY

All delivery and freight charges (FOB Galveston County designated locations) are to be included in bid price proposals.

M. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the 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.

N. EVALUATION AND SELECTION PROCESS

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. In awarding the Contract, the Evaluation Committee may take into consideration the proposer's skill, capacity, experience, support capabilities, previous work/safety record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors considered relevant.

The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on pages 6-7 of the General Provisions, Item 18, Award of Proposals – Evaluation Criteria and Factors.

METHODOLOGY – 40%

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

The following shall apply to this section:

- Ability of contractor to provide the most advantageous methodology, solution, services, and delivery as requested on the Questionnaire and herein;
- The ability of the proposer to satisfy the detailed requirements outlined in this RFP;
- The ability of the proposer to satisfy the objectives outlined in this RFP;

COST – 40%
The Proposer shall provide pricing information relative to providing the proposed services and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and ongoing costs to the County;

QUALIFICATIONS – 20%
The Proposer shall furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested goods as designated in the specifications.

O. QUESTIONNAIRE

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the purchase order?

Yes_____ No_____

If no, what is the guaranteed delivery time of 95% of the orders?

_____

What are the normal business hours at the nearest distribution center?

_____

Do you have after hour and weekend supply capabilities? Yes_____ No_____

If yes, please describe: _____

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes_____ No_____

Delivered Within:	Cost:
One (1) hour	$_____
Three (3) hours	$_____
Five (5) hours	$_____
Same Day	$_____

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes_____ No_____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

Delivered Within:	Cost:
One (1) hour	$_____
Three (3) hours	$_____
Five (5) hours	$_____
Same Day	$_____

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes_____ No_____

Delivered Within:	Cost:
One (1) hour	$_____
Three (3) hours	$_____
Five (5) hours	$_____
Same Day	$_____

DISTRIBUTION CENTER LOCATIONS:
What is the address and telephone number of the nearest distribution center?

_____

_____

_____

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

_____

_____

_____

NON-STOCKED ITEMS:
It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

P. PRICING

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
A.O. Smith	Y	N	Motors	_____
Amprobe	Y	N	Instruments	_____
Aqua Soft	Y	N	Pan Tablets	_____
Aspera	Y	N	Compressors	_____
Bacharach	Y	N	Furnaces	_____
Barber Coleman	Y	N	HVAC Supplies	_____
Bard	Y	N	Packaged Units	_____
Bell & Gossett	Y	N	Pumps & Accessories	_____
Bristol	Y	N	Compressors	_____
Carrier / Copeland	Y	N	Pkg. Units, Compress	_____
Crystal Tip	Y	N	Ice Machines	_____
Danfoss	Y	N	Compressors and Values	_____
Diversied	Y	N	Controls	_____
DuPont/Allied/Elf ATO	Y	N	Refrigerants	_____
Fluke	Y	N	Test Instruments	_____
Gates	Y	N	Belts and Accessories	_____
General	Y	N	Controls	_____
General Electric	Y	N	General Sup., Motors	_____
Glasfos	Y	N	A/C Filters	_____
Goodman / Janitrol	Y	N	Air Hand, Ign. Assy.	_____
Heat Craft	Y	N	ADD Coils	_____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

PRICING (continued)

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Henry	Y	N	Valves	_____
Hoffman	Y	N	Air Vents	_____
Honeywell	Y	N	Controls	_____
Janitrol	Y	N	Igniter Assembly	_____
Johnson Controls	Y	N	Controls, Valves	_____
Lennox	Y	N	Blowers/Package Units	_____
Magic Air	Y	N	Blower Assy.	_____
Magnatek Universal	Y	N	Motors	_____
Malco	Y	N	Fasteners & Accessories	_____
Manitowoc	Y	N	Ice Machine Parts	_____
Mars	Y	N	Cont. / Controls / Transf	_____
Marsh	Y	N	Gauges & Thermometers	_____
McDonnell/Miller	Y	N	Flow Switches	_____
Metal Fab	Y	N	Duct Supplies	_____
Modine	Y	N	Duct Heaters & Furnaces	_____
Mueller	Y	N	Tube & Fittings	_____
PSG	Y	N	Thermometer/Thermostats	_____
Paschal Harper	Y	N	Carrier/Copeland	_____
Parker	Y	N	Driers	_____
Ranco	Y	N	De-ice Controls	_____
RHEEM	Y	N	Packaged Units	_____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

PRICING (continued)

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Refrigerator Research	Y	N	Accumulators	_____
Ritche	Y	N	Charging Hoses & Acc.	_____
Robertshaw	Y	N	Controls	_____
Robinair	Y	N	Controls	_____
Rubatex	Y	N	Insulation & Supplies	_____
Schuller	Y	N	Duct Board	_____
Scottsman	Y	N	Ice Machines	_____
Snoop	Y	N	Leak Detector	_____
3M/Scotch	Y	N	Tape & Supplies	_____
Sporlan	Y	N	Test Kits, Driers, Valves	_____
Square D	Y	N	Contactors	_____
Standard	Y	N	Chillers & Receivers	_____
SUN	Y	N	Pkg. Units-Wall Hung	_____
Tecumseh	Y	N	Compressors	_____
Trane	Y	N	Compressors/Controls	_____
Trol-A-Temp	Y	N	Zone Systems	_____
Victory	Y	N	Reach-In Freezers	_____
Warren	Y	N	Duct Heaters	_____
Whirlpool	Y	N	Window Unit	_____
White Rodgers	Y	N	Thermostats & Acc.	_____
Witt Refrigeration	Y	N	Ref. Evaporators	_____
Worthington	Y	N	Recovery Cylinders	_____
York	Y	N	Split Systems, Pkg. Units	_____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
HVAC SUPPLIES & EQUIPMENT
GALVESTON COUNTY, TEXAS

PRICING (continued)

List any other product categories included in your catalog that should be considered:

Manufacturer	Available	Commodity	Discount % off Manufacturer's List Price
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

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

Consideration for authorization to issue formal solicitations for yearly newsletter for county taxpayers submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 4:54 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 18, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: Request to Issue Formal Solicitation for Yearly Newsletter

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue a formal solicitation to request sealed proposals for the following:

- Yearly Newsletter for County Taxpayers

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Davidson, Zach
Sent: Tuesday, August 5, 2025 9:27 AM
To: Dickey, Tammy; Van Horn, Veronica
Subject: 2025 County Newsletter RFP

Good morning Tammy,

It's time for us to do the yearly RFP for the printer and mailing of the County Newsletter. We are aiming to have the newsletter go to print and mail in mid-September.
Do you have the 2024 RFP I can take a look at? Nothing has changed on the RFP, I just want to take a look at the scope. We will also have a different point of contact this year. Last year, it was Spencer Lewis and this year in will be me again. What other information do you need on my end to get the ball rolling?

Thank you, Zach

Zach Davidson | Deputy Chief of Staff & Director of Government Relations
Galveston County Judge Mark Henry | 174 Calder | League City, Texas 77573
409.770.5457 (Office) | 409.978.0242 (Cell)
zach.davidson@co.galveston.tx.us | www.galvestoncountytx.gov

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

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

Consideration for authorization to dispose of salvage or surplus property submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 5:08 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 18, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

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,

Veronica Van Horn
Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, August 6, 2025 11:36 AM
To: Dickey, Tammy
Cc: Delgado, Joselyne
Subject: Agenda request for commissioners court 08/14/2025: 151400, Prof Svcs surp furn
Attachments: 151400, Prof Svcs surp furn.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: **(151400, Prof Svcs surp furn.pdf):**

#	Qty	Description
1	4	desks
2	1	large receptionist desk
3	2	lateral filing cabinets / 2-drawer
4	1	Floating cabinets / storage
5		

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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PROPERTY DISPOSAL REPORT

DATE: 8/5/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 151400, Professional Services Diana Huallpa
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: N/A - Office furniture / see attached list
FAID No. & Description

Reason for disposal: No longer needed - replaced

Serial No./VIN #: _____

From: 151400, Professional Services Location: 3rd Floor, 722 Moody
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

8/6/2025
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 8/5/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Diana Huallpa 151400, Professional Services
Authorized Signature | Print Name | Department/Division

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: Office furniture / see attached list

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Office furniture

Reason for Disposal: No longer needed - replaced

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

8/6/2025
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

#	Qty	Description	Condition/Notes
1	4	desks	
2	1	large receptionist desk	
3	2	lateral filing cabinets / 2-drawer	
4	1	Floating cabinets / storage	
5			







GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

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

Consideration of Resolution approving assignment of private activity bond authority between Southeast Texas Housing Finance Corporation and Texas Department of Housing and Community Affairs in accordance with Chapter 1372.044 of the Texas Government Code, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/6/25 1:49 pm
2	Dianna Martinez	Approve	8/6/25 2:58 pm

SETH

SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

August 4, 2025

The Honorable Mark Henry
Galveston County Judge's Office
722 Moody Avenue
21st Street, 2nd Floor
Galveston, TX 77550

Re: The Southeast Texas Housing Finance Corporation Single Family Mortgage Origination Program

Dear Judge Henry:

The Southeast Texas Housing Finance Corporation ("SETH") has applied to the Texas Bond Review Board for an allocation of private activity bond volume cap (the *"Volume Cap Allocation"*) to facilitate a single family mortgage origination program. SETH intends to assign a portion of the Volume Cap Allocation to the Texas Department of Housing and Community Affairs (*"TDHCA"*) in connection with TDHCA's single family mortgage revenue bond programs. The Volume Cap Allocation, once assigned, will be used to provide a means of financing single family home mortgages for residents in SETH's jurisdictions.

Pursuant to the provisions of Section 1372.044 of the Texas Government Code (the *"Act"*), the City or County, as a sponsoring political subdivision of SETH, must approve of the assignment of the Volume Cap Allocation by the Corporation to TDHCA. Accordingly, we are asking the Commissioners' Court or City Council to pass the attached Resolution as soon as possible in order to meet the requirements of the Act.

It is important to note that any bonds issued by TDHCA will be special limited obligations of TDHCA and neither the sponsoring political subdivisions of SETH, nor SETH, will be liable in any manner for the payment of such bonds.

Please review the Resolution and please contact me by phone at 281-484-4663 ext. 108 or, by email at rwilliams@sethfc.com with any questions or comments you may have. Otherwise, if all is in order, please **return the two (2) original signature pages** of the signed Resolution to SETH using the enclosed prepaid Federal Express envelope for delivery **no later than September 5, 2025.**

Sincerely,

Ron Williams
Executive Director

ENCLOSURES

xc: Chief Legal Counsel, Paul Ready
County Clerk, Dwight Sullivan
SETH Representative, John Towner (Letter Only)

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, The Southeast Texas Housing Finance Corporation (the *"Corporation"*) was created by the Texas Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton and the Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the *"Act"*); and

WHEREAS, by resolution adopted on July 17, 2025, the Board of Directors of the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $60,000,000 (the *"Reservation"*); and

WHEREAS, by resolution adopted on July 17, 2025, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs (*"TDHCA"*), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as a governmental unit that created the Corporation, the Commissioners Court of Galveston County, Texas (the *"Governing Body"*) desires to approve the assignment of a portion of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the *"Assignment Agreement"*); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of a portion of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The County Judge of Galveston County, Texas is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Judge Mark Henry

(SEAL)

ATTEST:

_____
County Clerk

Exhibit A

NOTICE:

THE FOLLOWING EXHIBIT PAGES ARE FOR YOUR INFORMATION ONLY.

EXHIBIT A

FORM OF ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this *"Agreement"*) is made as of the ____ day of _____, 2025 by and between THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION (*"HFC"*), a Texas nonprofit housing finance corporation and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (*"TDHCA"*), a public and official agency of the State of Texas.

RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the *"Act"*), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to financehome mortgage loans (or participation interests therein) for persons of low and moderate income forhomes within the geographic limits of the Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton, and the Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the *"Code"*), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the *"State"*) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the *"Allocation Act"*).

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an *"Application for Reservation"*) with the Texas Bond Review Board (the *"Bond Review Board"*), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the *"Allocation Rules"*) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on July 17, 2025, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of $60,000,000 or such lesser amount as determined by HFC staff, with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the *"Reservation"*).

I. HFC has determined to (a) delegate to TDHCA HFC's authority to issue bonds or mortgage credit certificates (*"MCCs"*) for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by the Counties of Austin, Brazoria, Chambers, Galveston (excluding the City of Galveston), Liberty, Matagorda, Walker, Waller and Wharton, and the Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball (collectively, the *"Sponsors"*) pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsors have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties,covenants and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Assignment. HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC's right, title and interest in, to and under the Reservation (the *"Assignment"*), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2025 program year.

Section 2. Consents. HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

Section 3. Expenses. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board.

Section 4. Agreement. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage

certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA (*"Pooled Loans"*), and/or (b) My First Texas Home Combo Loans with MCCs (*"Combo Loans,"* and referred to herein together with the Pooled Loans collectively as *"HFC Loans"*), until an aggregate amount of $60,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis.

Section 5. Fees. TDHCA will pay an ongoing fee of 4.75 basis points (collectively, *"HFC Fees"*) of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

Section 6. Reporting. Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Section 7. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

Section 8. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 9. Entire Agreement; Amendment and Waiver. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

Section 10. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____
Name: _____
Title: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

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

Consideration of Settlement Agreement and Full Release with USAA Subrogation Unit from an incident that occurred on or about May 10, 2024, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/6/25 5:42 pm
2	Dianna Martinez	Approve	8/7/25 5:15 pm

Douglas W. Poole
Michael B. Hughes
James B. Galbraith
Anthony P. Brown
David P. Salyer
Genevieve Bacak McGarvey
Bryan R. Lasswell

MAPA
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V.W. McLeod (1914-1977)
Robert W. Alexander (1920-2017)
Benjamin R. Powel (Retired)
Ervin A. Apffel, Jr. (1929-2015)

Writer's Direct Number:
409-795-2032

Writer's Email Address:
gbmcgarvey@mapalaw.com

July 16, 2025

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

Re:	Claim for damages:	Motor Vehicle Accident
	Claimant:	USAA Subrogation Unit
	Amount:	$22,813.84
	Date of Incident:	May 10, 2024
	Our claim number:	C240009M

Gentlemen:

This is a case involving a Galveston County Sheriff's Department Deputy William Lambert who rear ended a 2020 Chevrolet Travers vehicle owned by Carlos Antonio Santiago and being driven by Alicia Monroe (also listed on paperwork as Manroe) on May 10, 2024. Lambert was driving a County 2016 Ford Explorer. Santiago's insurance carrier, USAA, totaled Santiago's vehicle and paid Santiago $22,813.84. USAA is seeking reimbursement for vehicle property damage only. Monroe has a separate personal injury claim.

We reviewed the Vehicle Damage Report, the photos, the Sheriff's Department vehicle camera video and spoke with Deputy Lambert. This is a case of clear liability.

We also reviewed and compared USAA's pricing to other available pricing to confirm the reasonableness of the value.

We are recommending the Commissioner's Court approve this settlement for USAA's subrogation claim. USAA's representative, as well as Santiago, have signed a release subject to your approval.

Should you have any questions, please do not hesitate to contact me at 409-795-2032.

Very truly yours,

Genevieve B. McGarvey

GBM/gb

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT FOR ALL PROPERTY DAMAGE CLAIMS

WHEREAS, it is alleged that Carlos Antonio Santiago, as subrogor to USAA, sustained property damage and/or other damages on or about May 10, 2024, allegedly caused, in whole or in part, by the negligence of the County of Galveston ("Galveston County, Texas"). This Release and Settlement Agreement ("Release") is made to compromise and to settle any and all property claims, whether known or unknown, between USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, ("USAA") and Galveston County, Texas (hereafter the "PARTIES").

NOTICE:

THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE GALVESTON COUNTY COMMISSIONERS THROUGH A FORMALVOTE IN AN OPEN MEETING.

DEFINITIONS

1.1 Whenever the phrase "RELEASOR" or "RELEASORS" is used herein, it means USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, ("USAA"), individually, and any of their successors, predecessors, assigns and former and present subsidiaries, parents, owners, divisions, affiliates, officers, directors, employees, legal representatives, insurers, indemnitors and indemnitees, agents, servants, and any other person or entity acting on behalf of or under the authority of RELEASOR.

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USAA Confidential

02-01-13090-3-1c1e326-9e65101cd186

1.2 Whenever the phrase "RELEASEE" is used herein, it means Galveston County, Texas, its Commissioners, Boards, Departments, successors and assigns, servants, agents, employees, legal representatives, and attorneys.

1.3 Whenever the phrase "PARTIES" is used herein, it means USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, ("USAA") *and* Galveston County, Texas.

1.4 Whenever the phrase "OCCURRENCE IN QUESTION" OR "INCIDENT IN QUESTION" is used herein, it means the alleged incident involving a motor-vehicle that occurred on or about May 10, 2024, in Galveston County, Texas, that involved Galveston County employee, William Timothy Lambert, and that was assigned Case ID No.: 24-2462 on the Texas Peace Officer's Crash Report.

CONSIDERATION

2.1 For the sole consideration of TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN AND 84/100 DOLLARS ($22,813.84) less the amount of any liens on the proceeds of this settlement, as specified below in paragraph "**15.1,**" RELEASOR enters into this Release in favor of RELEASEE. RELEASOR understands and agrees that this Release and Settlement Agreement is a contract between RELEASOR and RELEASEE.

CLAIMS RELEASED

3.1 In order to avoid further time, expense and uncertainties of litigation, the RELEASEE and the undersigned RELEASOR, desire to enter into a final compromise and settlement of any and all property claims, whether known or unknown, which the undersigned RELEASOR may have, or may hereafter have, against the RELEASEE for the alleged damages,

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02-01-13090-3-1c1e326-9e65101cd186

to property, made the basis of the claims alleged by RELEASOR.

3.2. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, the RELEASOR, for and in consideration of the sum of TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN AND 84/100 DOLLARS ($22,813.84) and other good and valuable consideration, hereinafter referred to as "the Consideration," the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby fully RELEASE, ACQUIT, AND FOREVER DISCHARGE the RELEASEE from any and all liability or negligence now accrued or which may hereafter accrue for any and all claims, demands, rights, remedies, causes of action, suits, cross- claims, third-party actions, whether direct or derivative, of whatsoever nature or character which we may now have or hereafter have against the RELEASEE, including, by example but not limited to, expressed and implied warranties, strict products liability, negligence, statutory violations, gross negligence, intentional tort, claims under Section 408.001 of the Texas Labor Code, claims under Article XVL Section 26 of the Texas Constitution, claims under Chapter 71 of the Texas Civil Practice and Remedies Code, claims for wrongful death, claims for any type of damages including exemplary damages, claims based on claims of intentional acts or omissions, or alleged gross negligence, of RELEASEE; pollution tort, maintenance and cure, fraud, civil conspiracy, misrepresentation, debt, nuisance, trespass, any form of recovery pursuant to the Jones Act, general maritime law, unseaworthiness, in admiralty, at law, or in equity, liens, attorneys' fees, judgment and expenses of any type whatsoever, in any manner arising out of or in any way connected with the alleged property damages, and any claims, known or unknown, current or future, arising from any alleged property damages sustained in any way arising from, incident to, connected to, or related to the INCIDENT IN QUESTION.

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USAA Confidential

DAMAGES RELEASED

4.1 This Release includes all claims for property damages, general and special, arising from, connected, or related to the INCIDENT IN QUESTION, including but not limited to:

1. All claims alleging malice and/or gross negligence;
2. All property damage; and
3. All punitive or exemplary damages as those damages are defined by Texas law.

FUTURE PROGRESSION

5.1 RELEASOR understands that damages and/or conditions, concerning property may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling in the future. If RELEASOR has been misinformed concerning the damages sustained or later becomes aware of an error regarding diagnosis or rehabilitation to property, such error is *not* the responsibility of RELEASEE and will have no effect on the enforceability of this Release.

5.2 RELEASOR further understands that recovery, repair, and/or rehabilitation of any and all sustained damages to property and the condition of such property is uncertain, and that RELEASOR may require future treatment and/or repair to alleviate or cure RELEASOR'S damages to property. RELEASOR covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASOR'S damages to property, in exchange for the consideration referenced in this Release.

ADDITIONAL EFFECTS OF RELEASE

6.1 In exchange for the consideration referenced in this Release, RELEASOR covenants not to sue RELEASEE in the future for any claim arising from, incident to, connected to, or related to RELEASOR'S property damages arising from, incident to, connected to, or

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related to the INCIDENT IN QUESTION, and/or pursuant to any federal laws or regulations and/or any equivalent or additional state statute or regulation and/or local ordinance and/or under common law to the fullest extent permissible by law as of the date of this Release.

6.2 RELEASOR further acknowledges and agrees that no insurance proceeds have been used or will be used to cover any property damages, losses, or expenses, whether known or unknown, allegedly sustained as a result of the INCIDENT IN QUESTION.

SATISFACTION OF LIENS

7.1 RELEASOR agrees to satisfy, compromise, or adjudicate any and all property liens against the proceeds of this settlement arising from, connected, or related to the INCIDENT IN QUESTION (except for liens that, as may be provided in paragraph "**15.1,**" are otherwise satisfied), including but not limited to:

1. Property damage liens to any insurance company providing coverage related to my damages in the claim that is the subject of this Release;
2. Attorney liens asserted by any attorney who has represented me or claims to have represented me, directly or indirectly, in this matter;
3. Employee Retirement Income Security Act ("ERISA") liens, 29 U.S.C. §1132.

INDEMNITY

8.1 In consideration for the payment of the sums herein set forth, the RELEASOR for themselves, their beneficiaries, heirs, successors and assigns, have agreed to and does hereby jointly and severally INDEMNIFY, DEFEND, AND HOLD HARMLESS the RELEASEE of and from any further payment of property damages, debts, liens, charges, and expenses of any kind incurred by or on behalf of the RELEASOR as a result of any and all past, present, and future claims, demands, suits, causes of action, liabilities, suits, cross- claims, third-party actions, expenses, and judgments whatsoever in nature and character asserted by any person, firm, or corporation, including but not limited to for indemnity or contribution, by,

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through or under RELEASOR, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION and the basis of this Release related to property damages.

SUBROGATION RIGHTS

9.1 RELEASOR represents and warrants that it is the lawful subrogee of Carlos Antonio Santiago and has not assigned, transferred, or otherwise encumbered its subrogation rights, in whole or in part, to any third party. RELEASOR retains all rights and remedies available under Texas law to pursue and enforce its subrogation interests.

9.2 RELEASOR expressly waives any future claims arising from or related to the subrogation rights associated with the INCIDENT IN QUESTION described herein and acknowledges that upon execution of this Release, it shall have no further right to seek reimbursement, damages, or recovery from RELEASEE.

9.3 In the event that any additional documentation, evidence, or cooperation is required to effectuate the terms of this Release, the PARTIES agree to execute and deliver such documents and take any further action reasonably necessary to give full effect to the intent of this Release.

LAWS OF CONSTRUCTION

10.1 The PARTIES agree and understand this Release shall be construed and governed, in all aspects, including validity, interpretation, and effect, according to the laws of the State of Texas.

ENTIRE AGREEMENT BETWEEN PARTIES

11.1 The PARTIES agree and acknowledge that no other promises or agreements have been made between them and that this Release contains the entire agreement between them. The terms of

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this Release are contractual and not a mere recital.

SEVERABILITY

12.1 In the event that one or more of the provisions of this Release shall for any reason be held to be illegal or unenforceable, in whole or in part, by any court of law, such a holding shall not affect the remainder of this Release, which shall remain enforceable.

USE OF RELEASE BY RELEASEE

13.1 RELEASOR specifically agrees to the admission in evidence of the entirety of this Release and waives any objection to the admission in evidence of this Release in any legal proceeding, quasi-judicial proceeding, or administrative proceeding in any action against RELEASEE involving any and all claims, demands, causes of action, suits, crossclaims, third- party actions filed subsequent to the date hereof. RELEASOR understands that this Release may be asserted as an affirmative legal defense of release and/or accord and satisfaction in any and all subsequent claims, demands, causes of action, suits, crossclaims, third-party actions RELEASOR may file against RELEASEE for RELEASOR'S alleged property damage alleged in the claim(s) that is the subject of this Release and/or any other claim covered by this Release. RELEASOR agrees that a duplicate or copy of this Release is admissible to the same extent as an original.

OPPORTUNITY FOR LEGAL ADVICE

14.1 RELEASOR acknowledges that they had an opportunity to seek legal advice from their attorney(s) concerning the meaning and effect of this Release. RELEASOR agrees and acknowledges that they are not under any duress or undue influence to execute this Release, and has signed this Release knowingly, intelligently, and voluntarily.

14.2 RELEASOR hereby acknowledges and agrees that they have not sought or

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received any legal advice, counsel, or guidance regarding the terms of this Release from the RELEASEE, the RELEASEE'S attorneys, agents, or representatives. The RELEASOR further affirms that any decision to execute this Release has been made independently and without reliance on any advice or representation from the RELEASEE or any of their affiliates.

PAYMENT OF CONSIDERATION

15.1 Payment shall be made as follows:

Payment in the total amount of TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTEEN AND 84/100 DOLLARS ($22,813.84) shall be made payable to **USAA as subrogee of Carlos Antonio Santiago.**

USAA, USAA Subrogation, USAA General Indemnity Company, USAA Subrogation Department, USAA as subrogee of Carlos Antonio Santiago, ("USAA") and their attorney and/or attorneys, if any, represent and warrant that they have compromised and resolved all outstanding liens against the consideration of this settlement as stated above in this paragraph 7.1.

NO ADMISSION OF LIABILITY

16.1 It is AGREED and UNDERSTOOD that the undersigned RELEASOR represents and warrants that this Release and the payment of the above mentioned sum of money is being made by the RELEASEE as a final compromise and settlement of a disputed claim in order that such Parties may buy their peace, and such payment is not to be construed as an admission of liability of any fact on the part of the RELEASEE, or anyone else.

16.2 The RELEASEE has expressly denied any liability. It is contracted that neither this instrument, nor the compromise and settlement agreement evidenced hereby, shall be used against the RELEASEE as evidence of liability or for estoppel in any suit, claim, or proceeding of any

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nature. However, this Release may be asserted by the RELEASEE as an absolute and final bar to any claim or proceeding against the RELEASEE now pending or hereafter brought or asserted by any person, firm or corporation claiming by, through or under the RELEASOR as a result of the any damages to property.

NO REPRESENTATION BY RELEASEE OF TAX CONSEQUENCES

17.1 It is understood and agreed by and between the PARTIES that RELEASEE has not made and do not make any representation regarding the tax consequences of this settlement or of any payments provided for herein and that RELEASOR and the other Payees assume all responsibility, therefore.

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SIGNED this _____ day of March 2025 in the County of Galveston, State of Texas.

I HAVE READ THE FOREGOING FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENTAND HAVE INITIALED EACH PAGE. I UNDERSTAND THAT IT IS A FULL RELEASE OF ALL MY CLAIMS. I HAVE ALSO RECEIVED A COMPLETE COPY OF THIS FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT.

BY: Patrick Clerkin

Patrick Clerkin
PRINTED NAME

Attorney/Authorized Representative
TITLE

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Patrick Clerkin, known to me to be the person who executed the foregoing FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and acknowledged to me that they executed the same for the purposes and consideration therein express, that they executed the same as their own free act and deed after having it fully explained to them and after realizing the effect thereof to be a full and final discharge and release of all parties named therein, for any matter or thing dealt with in said instrument, and that the same was executed by him without any persuasion, promise, threat, force, duress, fraud or representation of any kind by any person whomsoever; and that at the time of execution of the said FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT they were completely sober, sane, and capable of understanding the English language and the character of his acts and deeds, and was in complete charge of all of their faculties and capable of executing this FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and of understanding the significance of their acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of May, 2025.

(Seal)



NOTARY PUBLIC, STATE OF TEXAS

Signature - Carlos Santiago

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

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

Consideration of an order setting civil citation fees to be charged by the Galveston County Sheriff and Constables for the calendar year 2026, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/8/25 1:58 pm
2	Dianna Martinez	Approve	8/8/25 6:37 pm

COUNTY of GALVESTON
COUNTY COURTHOUSE

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

August 8, 2025

Hon. Mark Henry
Hon. County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Sheriff's and Constables' Fees 2026

Gentlemen:

Local Government Code §118.131 authorizes the Commissioners' Court of each county to set reasonable fees to be charged for services by the offices of Sheriffs and Constables.

Attached is the Sheriff's and Constables' Fee comparison chart.

Forcible detainer, the average fee is $108.00. It is recommended that Galveston County increase the fee from $85.00 to $110.00.

Writ of Possession recommended increase from $200.00 to $225.00.

A new fee of $225.00 to be added for Verification of Complaint; Service of Notice to Immediately Vacate per Property Code 24B.003(f), as a result of SB 1333, which states a sheriff or constable will charge a fee equal to a writ of possession to remove an unauthorized occupant.

I respectfully request that the Commissioners Court approve the Order Setting Civil Citation Fees to be charged by the Galveston County Sheriff and Constables for the calendar year 2026.

Should you have any questions, please contact me.

Sincerely,

Veronica Van Horn

Veronica Van Horn
Legal Services Manager

Galveston County

Sheriffs' and Constables' 2026 Fee Comparison Chart

		*GALVESTON	*HARRIS	*DALLAS	*BEXAR	*TARRANT	*TRAVIS	*EL PASO	*HIDALGO	*COLLIN	*FORT BEND	*DENTON	*CAMERON	*NUECES	*CHAMBERS	*BRAZORIA	*MONTGOMERY	*JEFFERSON		
	Est. Population	**350,682**	**4,731,145**	**2,613,539**	**2,009,324**	**2,110,640**	**1,290,188**	**865,657**	**870,781**	**1,064,465**	**822,779**	**906,422**	**421,017**	**353,178**	**46,571**	**372,031**	**620,443**	**256,526**		
	ITEM																		**Sum**	**Average**
1	**Subpoena**	$85.00	$85.00	$80.00	$92.00	$75.00	$85.00	$100.00	$100.00	$75.00	$80.00	$75.00	$100.00	$173.00	$100.00	$75.00	$75.00	$100.00	$1,555.00	$91
2	**Summons**	$85.00	$85.00	$80.00	$92.00	$75.00	$85.00	$100.00	$100.00	$75.00	$80.00	$75.00	$100.00	$150.00	$100.00	$75.00	$75.00	$100.00	$1,532.00	$90
3	**Writ of Attachment**	$160.00	$155.00	$150.00	$282.00	$150.00	$170.00	$220.00	$225.00	$175.00	$180.00	$150.00	$200.00	$260.00	$175.00	$175.00	$150.00	$200.00	$3,177.00	$187
4	**Writ of Garnishment**	$150.00	$125.00	$140.00	$157.00	$75.00	$125.00	$125.00	$200.00	$175.00	$180.00	$150.00	$200.00	$260.00	$175.00	$175.00	$150.00	$200.00	$2,762.00	$162
5	**Writ of Sequestration**	$200.00	$185.00	$150.00	$282.00	$150.00	$170.00	$250.00	$200.00	$175.00	$180.00	$150.00	$200.00	$260.00	$175.00	$175.00	$150.00	$200.00	$3,252.00	$191
6	**Orders of Sale**	$175.00	$185.00	$150.00	$282.00	$150.00	$240.00	$240.00	$200.00	$175.00	$180.00	$150.00	$200.00	$260.00	$175.00	$175.00	$150.00	$200.00	$3,287.00	$193
7	**Writ of Possession**	$200.00	$155.00	$150.00	$282.00	$150.00	$175.00	$250.00	$225.00	$175.00	$180.00	$150.00	$200.00	$260.00	$175.00	$175.00	$150.00	$200.00	$3,252.00	$191
8	**Forcible Detainer (Eviction)**	$85.00	$85.00	$100.00	$117.00	$75.00	$85.00	$100.00	$100.00	$75.00	$80.00	$60.00	$90.00	$173.00	$100.00	$75.00	$75.00	$100.00	$1,575.00	$93
9	**Small Claims Citations**	$85.00	$85.00	$80.00	$92.00	$75.00	$80.00	$85.00	$100.00	$75.00	$80.00	$75.00	$90.00	$173.00	$100.00	$75.00	$75.00	$100.00	$1,525.00	$90
10	**Justice Court Citations**	$85.00	$85.00	$80.00	$92.00	$75.00	$80.00	$85.00	$100.00	$75.00	$80.00	$75.00	$90.00	$173.00	$100.00	$75.00	$75.00	$100.00	$1,525.00	$90
11	**All Other Court Citations**	$85.00	$85.00	$80.00	$92.00	$75.00	$80.00	$110.00	$100.00	$75.00	$80.00	$75.00	$100.00	$173.00	$100.00	$75.00	$75.00	$100.00	$1,560.00	$92
12	**Injunction**	$100.00	$125.00	$80.00	$92.00	$75.00	$120.00	$110.00	$100.00	$175.00	$80.00	$150.00	$100.00	$260.00	$175.00	$175.00	$150.00	$200.00	$2,267.00	$133
13	**Restraining Order**	$100.00	$155.00	$80.00	Not Reported	$75.00	$120.00	$120.00	$100.00	$175.00	$80.00	$125.00	$100.00	$202.00	$100.00	$125.00	$150.00	$200.00	$2,007.00	$125
14	**Habeas Corpus**	$125.00	$125.00	$150.00	$282.00	$75.00	$125.00	$275.00	$200.00	$175.00	$180.00	$150.00	$130.00	$225.00	$175.00	$175.00	$150.00	$200.00	$2,917.00	$172
15	**Distress Warrant**	$150.00	$155.00	$150.00	Not Reported	$150.00	$225.00	$220.00	$200.00	$175.00	$80.00	$150.00	$200.00	$260.00	$175.00	$150.00	$150.00	$200.00	$2,790.00	$174
16	**Certiorari**	$125.00	$85.00	$150.00	Not Reported	$150.00	$115.00	$125.00	$200.00	$175.00	$180.00	$150.00	Not Reported	$260.00	$175.00	$175.00	$150.00	$200.00	$2,415.00	$161
17	**Scire Facias**	$125.00	$85.00	$150.00	Not Reported	$75.00	$115.00	Not Reported	$200.00	$175.00	$80.00	$150.00	$200.00	$173.00	Not Reported	$175.00	$150.00	$200.00	$2,053.00	$147
18	**Commission**	YES	YES		YES		YES				YES	YES		YES	YES	YES	YES	YES		

*Reference the 2025 Sheriffs' & Constables' Fees Texas Comptroller Publication for additional fees and/or commissions.
https://comptroller.texas.gov/transparency/local/sheriffs/

On this, the 18th day of August, 2025, the Commissioners' Court of Galveston County, Texas, convened in a specially scheduled meeting with the following members thereof present:

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

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

An Order Setting Civil Citation Fees to be Charged by the Galveston County Sheriff and Constables for Calendar Year 2026

Whereas, §118.131 of the Local Government Code authorizes the Commissioners' Court of each county to set reasonable fees to be charged for services by the offices of Sheriffs and Constables; and

Whereas, upon analysis of the projected costs of serving judicial civil process for the upcoming calendar year, a determination has been made as to the level of fees required to recoup the costs to Galveston County for this service; and

Whereas, the Commissioners' Court is of the opinion that the following fees are reasonable and should be established effective January 1, 2026, for this service of civil process in Galveston; and

Whereas, for each person, corporation, or other legal entity upon whom service of citation, precepts, subpoena, summons, or process not otherwise provided for, if performed or attempted and return made, including mileage, if any, the Sheriff and Constables shall receive a fee of the following:

GALVESTON COUNTY FEES

Subpoenas	**$ 85.00**
Summons	**$ 85.00**
Writ of Attachment	**$ 160.00**
Writ of Garnishment	**$ 150.00**
Writ of Sequestration	**$ 200.00**
Orders of Sale	**$ 175.00**
Writ of Possession	**$ 225.00**
Unauthorized Occupant Removal Property Code 24B.003/SB 1333	**$ 225.00**

Forcible Detainer	**$ 110.00**
Small Claims Citation	**$ 85.00**
Justice Court Citation	**$ 85.00**
All Other Courts' Citations	**$ 85.00**
Citation	**$ 85.00**
Deposition Subpoena	**$ 75.00**
Posting	**$ 75.00**
Publication	**$ 85.00**
Notice	**$ 75.00**
Execution	**$ 150.00**
Delivery Bond	**$ 75.00**
Replevy Bond	**$ 75.00**
Restitution	**$ 150.00**
Precept	**$ 80.00**
Show Cause	**$ 75.00**
Injunction	**$100.00**
Restraining Order	**$100.00**
Summons & Complaint	**$ 75.00**
Commitment	**$ 85.00**
Trustee Sale	**$ 85.00**
Certiorari	**$120.00**
Habeas Corpus	**$125.00**
Scire Facias	**$125.00**
Distress Warrant	**$150.00**
Any Other Non-Writ	**$ 75.00**
Any Other Writ	**$ 150.00**
Tax Suits (Galveston County)	**$ 75.00**
Tax Suits (out of county)	**$ 100.00**
Execution: Order of Sale; other Sheriff or Constable Sales-Excludes Tax Foreclosure Order of Sale	**$175.00 plus $40.00 per deputy per hour for Executions exceeding 4 hours plus additional commission/fees([1],[2],[3])**

[1] Commission due based on percent of monies collected after sale and/or levy: 10% up to and including $20,000.00 & 4% of amounts over $20,000.00. Exception Tax Foreclosure Order of Sale commission, calculated on the judgment due.

[2] Commission due based on percent of monies collected if settlement reached before sale and/or levy due to work conducted by county officials: 4% up to and including $20,000.00 & 2% of amounts over $20,000.00. Excludes Tax Foreclosure Order of Sale.

[3] Cancelation Fee $500.00 – Writ of Execution & Order of Sale (Excludes Tax Writs & Tax Foreclosure Order of Sale) with Judgment creditors direction to withhold or release levy, withhold collection, cancel, or recall without collection of judgment and cost shall include all costs incurred and cancelation fee.

Be It Further Ordered, Adjudged and Decreed that the fees as prescribed above are hereby established by this Commissioners' Court effective January 1, 2026, and that they shall remain in effect until further order of this Court.

Be it Further Ordered that beginning no later than October 1st and continuing for 30 days thereafter, a notice setting out the fees shall be posted both at the Courthouse door and at a public place in each County Commissioner's Precinct.

Be it Further Ordered that a notice setting out the fees shall be posted in the offices of the District and County Clerks, the Sheriff, the various Constables, and the various Justices of the Peace and any other County Officials who are authorized to charge the fees.

Be it Further Ordered that the County Clerk is to furnish a certified copy of this Order to the Comptroller of Public Accounts before October 15th of this year.

It is Further Ordered that the District and County Clerks, the Justices of the Peace, the Sheriff, the Constables, and any other affected official or department make appropriate revisions of their fee schedules and deposit requirements to incorporate therein the above fee prescribed by this Court.

Upon Motion Duly Made and Seconded, the above Order was passed this 18th day of August, 2025.

County of Galveston, Texas

By: _____
Mark A. Henry, County Judge

Attest:

_____
Dwight D. Sullivan, County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

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

Consideration of approval of permit number TCSW-25-382 to install a temporary 3” discharge pipe in County-owned property downstream of the Texas City Pump Station submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	8/6/25 3:48 pm
2	Dianna Martinez	Approve	8/6/25 5:10 pm

PERMIT TO INSTALL A TEMPORARY 3” DISCHARGE PIPE IN COUNTY OWNED PROPERTY DOWNSTREAM OF THE TEXAS CITY PUMP STATION

To Applicant: Burns & McDonnell
1700 West Loop South, Suite 1500
Houston, TX 77027

PERMIT NUMBER: TCSW-25-382

Dear Applicant:

You are hereby granted authority to a temporary 3” discharge pipe in County owned property downstream of the Texas City Pump Station.

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to the construction activity, limits and conditions as shown in the attachments and within this permit. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises shall automatically revoke this Permit.

2. Installation and operation of the discharge pipe is temporary, beginning in August 2025 and ending in January 2027.

3. Should the County determine that any activities from the installation or operation of the temporary 3” discharge pipe cause damage to County owned property the Permittee shall immediately cease operation and repair damages.

4. The County mows the area approximately 4 times a year. The Permittee shall make provisions for these mowing activities.

5. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

6. The County does not warrant in any manner that any portion of the property is suitable for the permitted purposes.

7. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

8. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5399, michael.shannon@co.galveston.tx.us.

9. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

10. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

11. Your operations will be performed without cost or expense to the County.

12. You agree to be responsible for all damages caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.

13. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and adjacent property resulting from your operations or the operations of others acting on your behalf in an expedient manner.

14. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

15. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

16. Any use of the Permitted Premises, other than for the temporary 3" discharge pipe requires a new permit and surety bond. The amount of the bond required will be renegotiated.

17. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than $250,000 per person, and $500,000 per accident, and property damage limits of not less than

$100,000 per accident. Galveston County must be named additional insured on the policy.

18. **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**

19. You agree to these conditions by signing below.

Dated this _____day of _____, 2025.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

Burns & McDonnell

By: Signed by: James Peltier 2AA98ACBC678481... 8/5/2025
James Peltier
Project Manager

MPLX Project Alliance

Concrete Batch Plant Wastewater Discharge

Introduction

MPLX (Marathon Petroleum Company's (MPC) midstream affiliate) is developing a natural gas liquid (NGL) fractionation and storage facility (hereafter the "Project") in Galveston County. Key project facilities will be located at 3901 Loop 197 South, Texas City, Texas 77590. MPLX is leasing the land on which the facilities will be located from Blanchard Refining Company (BRC), a subsidiary of MPC. MPLX has contracted Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) for the Project's engineering, design, and procurement. Burns & McDonnell has subcontracted with Amrize South Central Inc. (Amrize) to supply concrete, which will be used for piling and other foundational components of the Project. Amrize will be operating two temporary concrete batch plants for approximately 18 months beginning in August 2025 for the Project's construction.

Request

Burns & McDonnell and Amrize are requesting authorization to temporarily place approximately 40-50 feet of 3-inch-diameter line from the northwest corner of the property owned by BRC (PID 298477), across the Galveston County Levee right-of-way property (PID 190626) to the canal southeast of the South Texas City Pump Station.

The line will discharge wastewater and stormwater generated from the operation of the two temporary concrete batching plants. For concrete production facilities, TCEQ authorizes the discharge of wastewater and contact stormwater into or adjacent to water in the state under TPDES General Permit No. TXG110000. Though discharge is not yet occurring, Amrize obtained authorization under this general permit on July 20, 2025. TCEQ issued site-specific authorization No. TXG113920. Amrize has developed a compliance plan to meet the effluent limitations, monitoring requirements and other conditions required by the permit.

The concrete batch plant operations will occupy approximately three acres of the construction project area. The wastewater will be batch-discharged and is anticipated to generate 5,000 (avg) to 15,000 (max) gallons per day, depending on construction activities. The wastewater from the concrete batch operations and stormwater runoff from the three-acre area will gravity flow to an on-site wastewater treatment weir system. The treated wastewater will be pumped via the discharge line approximately 4,750 feet in a southwest-to-northeast direction along the existing on-site road located on the northwest property boundary from the concrete batch plants' wastewater treatment weir system to the northeastern property line near the canal. The discharge line will cross approximately 40-

50 feet of county property to discharge directly to the canal downstream of the South Texas City Levee Pump Station. Best management practices (BMPs) will be implemented along the discharge line and at the point of discharge to protect the Galveston County ROW.

Planned BMPs for the concrete batch plant discharge line:

- Canal bank at the point of discharge: A temporary high-strength erosion control blanket will be installed under the outfall and extended 5 feet on each side on all exposed areas above the water level.
- Line integrity: Supports will be used along the temporary discharge line, as needed, to cross uneven ground/ditches/swales.
- Discharge line configuration: The max pump rate at the weir system is 660 gpm; however, considering the size and length of the discharge line, the end-of-pipe flow rate at the point of discharge is calculated to be around 70 gpm or three (3) fps.

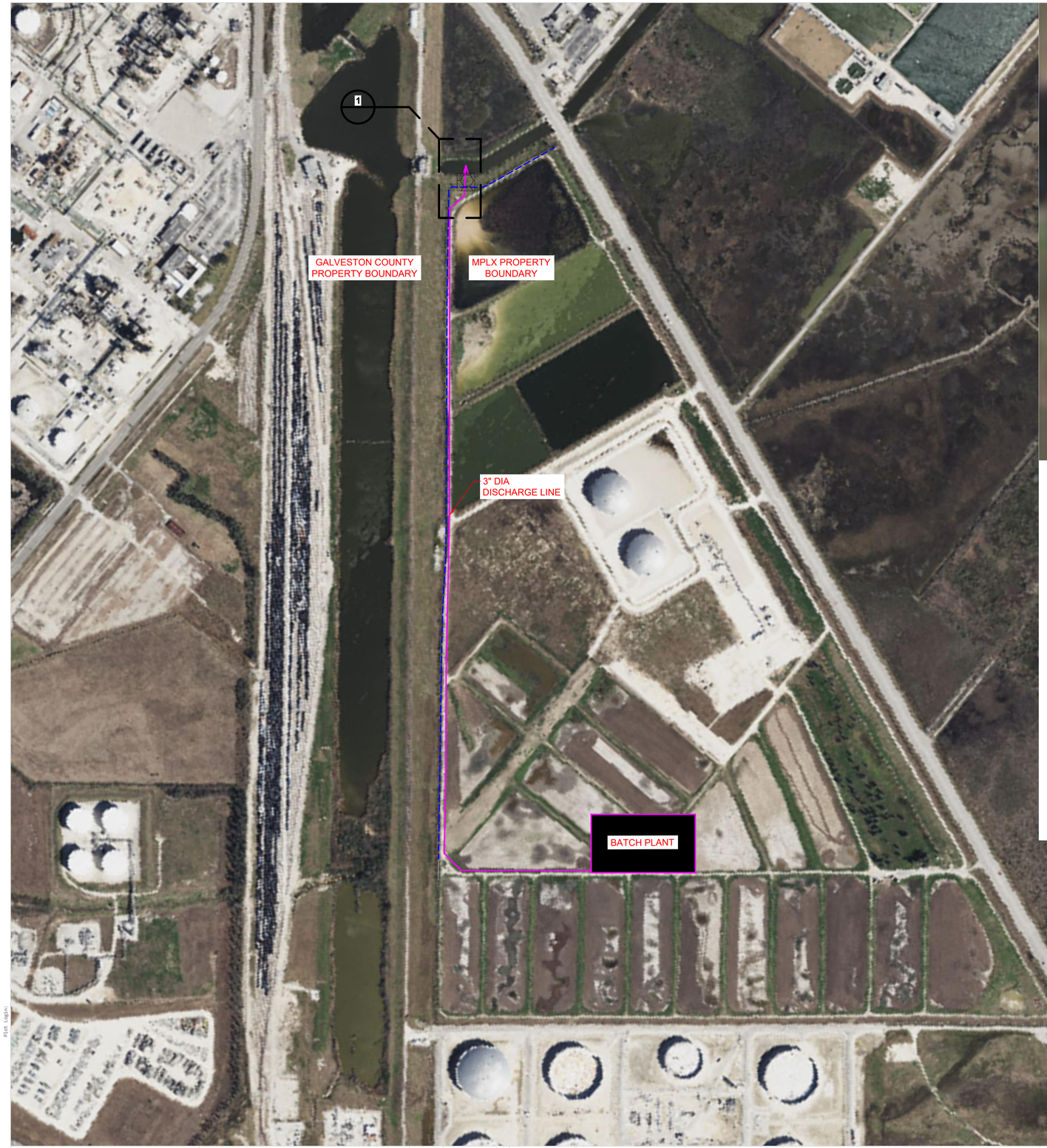
This request is for the portion of the discharge line that will cross the Galveston County ROW property to reach the discharge point on the canal. The canal flows into the Texas City Ship Channel (Segment No. 2437) before entering Lower Galveston Bay (Segment No. 2439/2439OW).

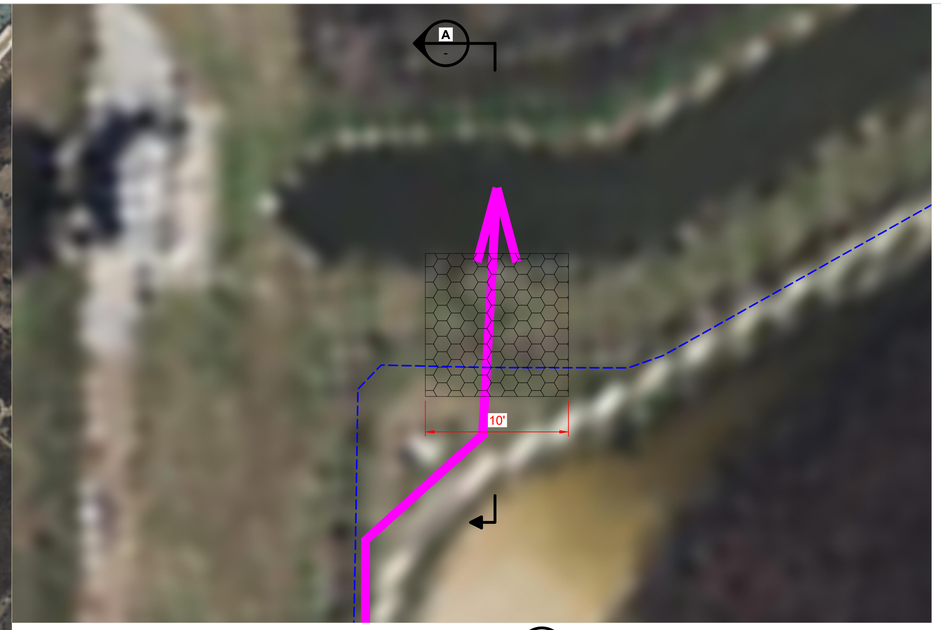
The wastewater discharge area will be inspected weekly for potential erosion and sediment conditions. If erosion is occurring due to wastewater discharge from the concrete batch plants, corrective actions will be implemented within seven working days.

The inspections will be documented, and the records retained on-site during active permit coverage under TXG113920.

The inspection records will include:

- The date, time, and weather conditions
- The name(s) of the inspector(s)
- Observations of the discharge area and any discharges occurring at the time of the inspection (notes and/or photographs)

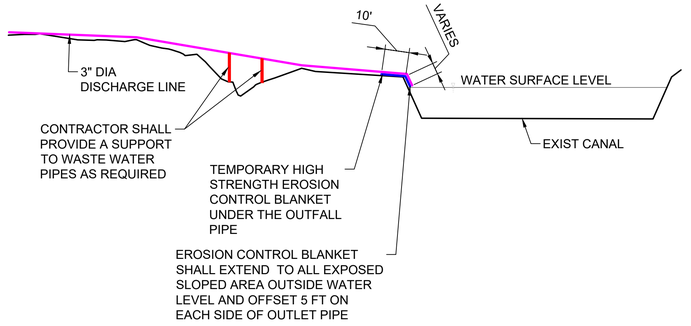




DETAIL 1 -

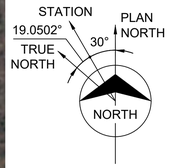
0 50' 100'

SCALE IN FEET



SECTION A -

NOT TO SCALE



DISCHARGE LINE SKETCH

0 300' 600'

SCALE IN FEET

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS McDONNELL

BURNS & MCDONNELL ENGINEERING CO, INC.
FIRM REG. NO. F-845
BMcD PROJECT NO. 165870

REFERENCE SHEET #	REFERENCE SHEET # CONTINUED	REV	STATUS	MOC	AFE	DESCRIPTION	DATE	BY	CHK	ENG	MGR
-	-	A	-	-	-	ISSUED FOR REVIEW	08-01-2025	VAC	ETH	RM	JP
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-

The information and concepts contained in this document are confidential and the property of MPLX. Duplication or use of this information and/or construction of systems based on this document are strictly prohibited without written authorization from MPLX. Prior to design or field activities, a field verification should be conducted to ensure drawing accuracy and completeness.

MPLX

ASSET:	OVERALL SITE PLOT PLAN
LOCATION:	TEXAS CITY, TEXAS
	ALLIANCE EXPORT TERMINAL
	DISCHARGE LINE SKETCH
SCALE: AS NOTED	165870-CSA-SK-021

REVISION A

Plot Login:
Location:
SAVE DATE: 7/18/2023
Persisted By:

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

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:** 7/25/2025
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: 125518**
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: $487,800.00**
16) **Current Year Projected: $525,082.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $525,082.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 4/28/2025
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No: 25-035**
25) **Contract End Date:** 4/27/2026
26) **Contract # Issued by Purchasing Department: 206455**

NOTES: HB1295 on file

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	7/25/25 1:19 pm
2	Melissa Fleming	Approve	7/25/25 3:39 pm
3	Veronica Van Horn	Approve	7/28/25 12:24 pm
4	Diana Huallpa	Approve	7/29/25 6:45 pm
5	Sergio Cruz	Approve	7/30/25 10:33 am
6	Veronica Van Horn	Approve	8/4/25 9:08 am

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _1__
Highway 3 Boat Ramp & Parking Lot Reconstruction

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

Contract Number: 206455
Purchase Order Number: PO-0003327
Bid Number: 25-035

Work Being Changed

1- **Use jointed reinforcement in lieu of continuously reinforced pavement**
2- **Switch 2 underground electrical light poles to Solar Light Fixtures**
3- **Add necessary construction material testing**

CHANGE IN CONTRACT PRICE

Original Contract Price: $525,082.00
Net Change From
Previous Change Orders: $0
Contract Price Prior To
This Change Order: $525,082.00
Net Increase/Decrease Of
This Change Order: -$34,800
Contract Price With All
Approved Change Orders: $490,282

CHANGE IN CONTRACT TIME

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

RECOMMENDED:

By: _____ Date: 7/23/2025
LJA Engineering (Consultant)

By: _____ Date: 7/24/2025
Engineer (County Engineer)

APPROVED:
County Of Galveston

By: _____ Date: _____
Mark Henry, County Judge

Attest: _____
Dwight Sullivan, County Clerk

ACCEPTED:
Contractor

By: _____ Date: 7/23/2025
Lucas Construction (Authorized Signature)

Jimmy McGinnis
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _1_
Highway 3 Boat Ramp & Parking Lot Reconstruction

Pay Item No.	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
CO1-1		Deduct for using jointed reinforced paving in lieu of continuously reinforcement							-$15,000.00
C01-2		Deduct for switching to Solar Panels							-$30,000.00
C01-3		Include Construction Material Testing							$10,200.00
		TOTAL							-$34,800.00

LUCAS
CONSTRUCTION CO INC.

July 15, 2025
LJA Engineering
1904 Grand Pkwy N Suite 100
Katy, TX 77449
ATTN: Doug Dusini
RE: HWY 3 Parking Lot and Boat Ramp CPR #2 – Deduction for Jointed Reinforced Concrete Paving

Mr. Dusini,

In response to the reinforcing recommendation provided in the geotechnical report, Lucas Construction Company, Inc. proposes to provide labor, materials, equipment, layout, supervision, and insurance to make the following changes to the current contract:

-Use jointed reinforced concrete paving with #4 rebar on 18” centers in lieu of the originally proposed continuously reinforced concrete paving.

Net change to current contract amount = ($15,000)

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

Sincerely,



Jimmy McGinnis
Vice President
Lucas Construction

LUCAS
CONSTRUCTION CO INC.

July 21, 2025
LJA Engineering
1904 Grand Pkwy N Suite 100
Katy, TX 77449
ATTN: Doug Dusini
RE: HWY 3 Parking Lot and Boat Ramp CPR #3 – Deduct for Electrical

Mr. Dusini,

In response to the County approving the proposed electrical revisions, Lucas Construction Company, Inc. proposes to provide labor, materials, equipment, layout, supervision, and insurance to make the following changes to the current contract:

-Delete electrical bid items 1-4
-Furnish and install (2) EnGo Illumo 6 solar powered light fixtures with poles mounted to cast-in-place concrete drilled shafts

Net change to current contract amount = ($30,000)

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

Sincerely,



Jimmy McGinnis
Vice President
Lucas Construction

LUCAS
CONSTRUCTION CO INC.

July 21, 2025
LJA Engineering
1904 Grand Pkwy N Suite 100
Katy, TX 77449
ATTN: Doug Dusini
RE: HWY 3 Parking Lot and Boat Ramp CPR #4 – Materials Testing

Mr. Dusini,

In response to the request to add materials testing to our scope of work, Lucas Construction Company, Inc. proposes to provide labor, materials, equipment, layout, supervision, and insurance to make the following changes to the current contract:

-Provide materials testing by Terracon Consultants for lime subgrade and concrete strength test

Net change to current contract amount = $10,200

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
*46.

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

Consideration of approval of Salty Shores subdivision plat submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 10:50 am

GENERAL NOTES:

1) According to the FEMA FIRM Community Number 48167C, Panel No. 0308 G, effective date August 15, 2019, this property lies within Zone AE with a Base Flood Elevation of 11' (as measured to the top of the bottom floor).

2) 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.

3) Benchmark: TXGM REF MON 2 (PID DR 8251), the top of a 9/16–inch stainless steel rod driven into the ground and inside a 6–inch PVC pipe that is 42 feet long filled with grease that is encased in a 5–inch PVC pipe with Logo cap stamped TXGM–RM2 2022 situated at the Bolivar Ferry Visitors Area on the Bolivar Peninsula. Elevation: 4.3 feet, NAVD 1988. (N: 13,703,575.90; E: 3,312,955.72).

4) Lots subject to 20' Front B.L., 5' Front D.E. & U.E., 5' Side B.L. & D.E., 5' Rear B.L. off High Bank of Drainage Ditch.

5) B.L.=Building Line, D.E.=Drainage Easement, & U.E.=Utility Easement.

6) This plat was prepared with benefit of City Planning Letter: South Land Title; File No: TP–25107007 with an effective date of June 11, 2025.

Subject to BPSUD 15' Bainket Utility Esmt. recorded in Clerk's File No.(s) 2009030769 and 2025021289 OPRGCTx.

METES AND BOUNDS DESCRIPTION
28,500 Square Feet (0.654 of one acre)
JONES SHAW SURVEY
ABSTRACT NUMBER 179
GALVESTON COUNTY, TEXAS

ALL that 28,500 square feet (0.654 of one acre) of land situated in the Jones Shaw Survey, Abstract Number 179, Galveston County, Texas, and being out of and a part of Strip Number 7 of the west one–half of Lot or Division Number 6 of said Jones Shaw Survey as described in that certain Report of Commissioners dated September 25, 1912, and recorded at Volume 257, Page 628, of the Galveston County Deed Records (G.C.D.R.), and further being all of Lots 49, 54, and 55 of J & S BEACH ADDITION NO. 4, an unrecorded subdivision in Galveston County, Texas, and finally being that same tract of land referenced in a Correction Warranty Deed to Southern Texas Investments LLC at Clerk's File Number 2025028568 of the Official Public Records of Real Property of Galveston County Texas (O.P.R.R.P.G.C.T.) and being more particularly described by metes and bounds as follows (All bearings based upon the Texas Coordinate System 1983, South Central Zone 4204, Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.90, E: 3,312,955.72) All coordinates shown hereon are reported in grid. All area quantities are reported in surface;

COMMENCING at a 3/4 inch iron pipe found at the intersection of the westerly line of Strip Number 5 of said Lot or Division Number 6 with the northerly right–of–way (R.O.W.) line of State Highway Number 87 (SH 87) for the southwest corner of J & S Beach Addition No. 3, a subdivision of record at Volume 1616, Page 118, of the Galveston County Map Records (G.C.M.R.) (N: 13,733,535.84; E: 3,346,877.46);

THENCE, with the northerly R.O.W. line of said SH 87, North 54 Degrees 06 Minutes 08 Seconds East a distance of 180.00 feet to a point the intersection of the northerly R.O.W. line of said SH 87 with the easterly R.O.W. line of North Tinkle Lane, (50 feet wide, Volume 1616, Page 118, G.C.M.R.);

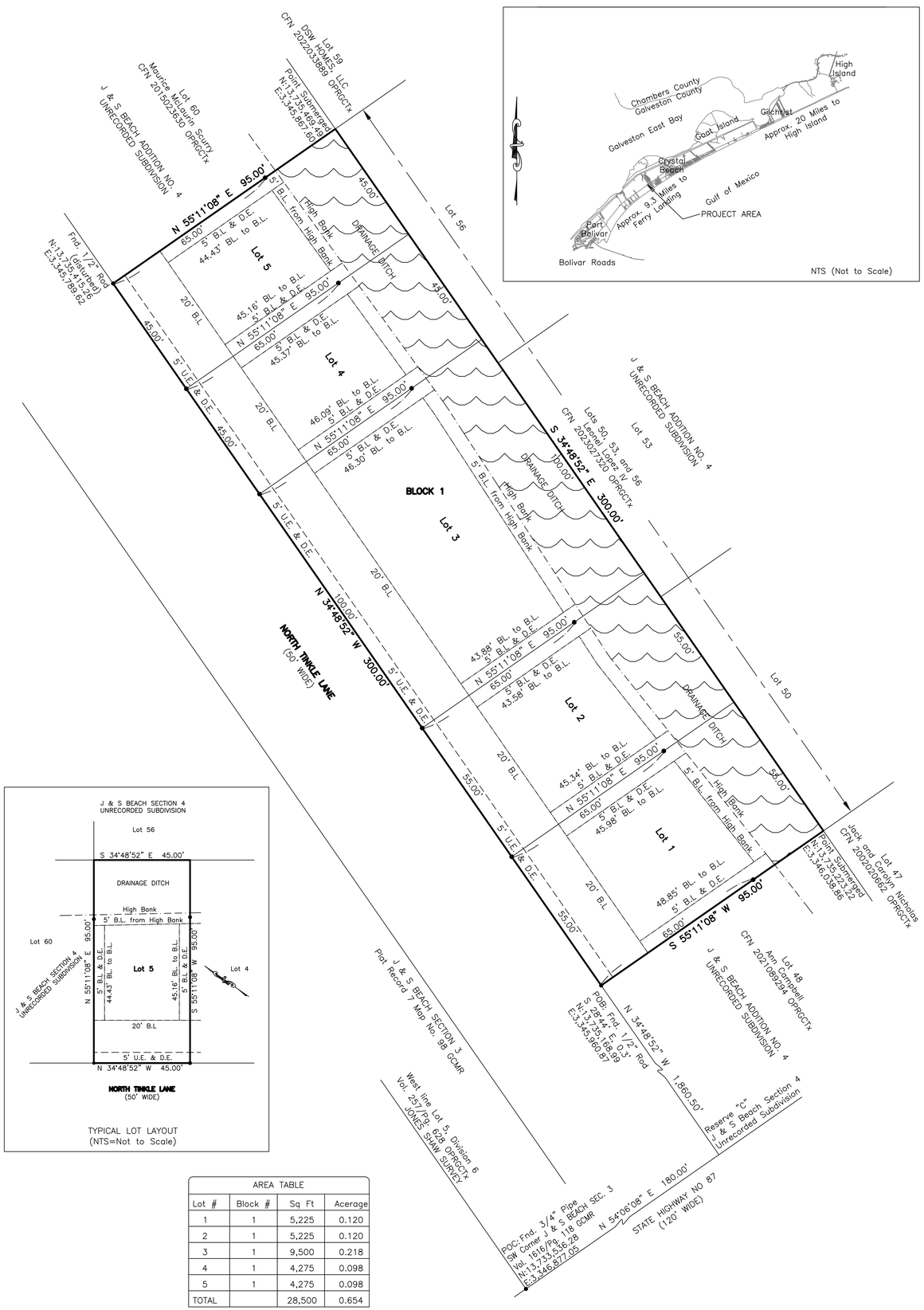
THENCE, with the easterly R.O.W. line of said North Tinkle Lane, North 34 Degrees 48 Minutes 52 Seconds West, a distance of 1,860.50 feet to a 1/2–inch iron rod (no cap) found bears South 28 Degrees 44 Minutes East 0.3 feet for the west corner of that certain Lot 48 of said J&S Beach Addition No. 4, said Lot 48 being the same tract of land described to Ann Campbell in a Distribution Deed at Clerk's File Number 2021089294 of the O.P.R.G.C.T., and the south corner and POINT OF BEGINNING of the herein described tract (N: 13,735,168.99; E: 3,345,960.87);

THENCE, continuing with the easterly R.O.W. line of said North Tinkle Lane and now with the westerly line of the herein described tract, North 34 Degrees 48 Minutes 52 Seconds West, a distance of 300.00 feet to a 1/2–inch iron rod (no cap, disturbed) found for the south corner of that certain Lot 60 of said J&S Beach Addition No. 4 Unrecorded Subdivision, said Lot 60 being the same tract of land described to Maurice McLaurin Scurry in a Warranty Deed at Clerk's File Number 2015023630 of the O.P.R.G.C.T., and the west corner of the herein described tract;

THENCE, with the southerly line of said Scurry Tract and said Lot 60, and the northerly line of the herein described tract, North 55 Degrees 11 Minutes 08 Seconds East, at a distance of 65.00 feet pass a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set on–line for reference, and continue in all a distance of 95.00 feet to a point (submerged) for the east corner of said Scurry Tract, the south corner of that certain Lot 59 of said J&S Beach Addition No. 4, said Lot 59 being the same tract of land described to DSW Homes, LLC in a Warranty Deed at Clerk's File Number 2022033889 of the O.P.R.G.C.T., the west corner of Lot 56 of said J&S Beach Addition No. 4, said Lot 56 being the same tract of land described to Leonel Lopez IV in a Warranty Deed with Vendor's Lien at Clerk's File Number 2023027320 of the O.P.R.G.C.T., and the north corner of the herein described tract (N:13,735,469.49; E:3,345,867.60);

THENCE, with the westerly line of said Lopez tract, and the easterly line of the herein described tract, South 34 Degrees 48 Minutes 52 Seconds East, a distance of 300.00 to a point (submerged) for the south corner of said Lopez tract, the west corner of that certain Lot 47 of said J&S Beach Addition No. 4, said Lot 47 being described to Jack and Carolyn Nicholas as Tract Two in a General Warranty Deed at Clerk's File Number 2002020662 of the O.P.R.G.C.T., the north corner of said Campbell tract, and east corner of the herein described tract, (N:13,735,223.22; E:3,346,038.86);

THENCE, with the northerly line of said Campbell tract, and the southerly line of the herein described tract, South 55 Degrees 11 Minutes 08 seconds West, at a distance of 30.00 feet pass a 1/2 iron rod with plastic cap stamped "SEACOAST 5423" set on–line for reference, and continue in all a distance of 95.00 feet to the POINT OF BEGINNING and containing 28,500 square feet (0.654 of one acre) of land.



TYPICAL LOT LAYOUT
(NTS=Not to Scale)

AREA TABLE			
Lot #	Block #	Sq Ft	Acerage
1	1	5,225	0.120
2	1	5,225	0.120
3	1	9,500	0.218
4	1	4,275	0.098
5	1	4,275	0.098
TOTAL		28,500	0.654

STATE OF TEXAS {}
COUNTY OF GALVESTON {}

KNOW ALL MEN BY THESE PRESENTS

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

_____, 2025, at _____ O'clock, _____ M., and duly recorded on

_____, 2025, at _____ O'clock, _____ M., in Plat Record

Instrument # _____, Galveston County records.

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

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

By_____,Deputy
_____

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

_____
Mark A. Henry – County Judge

_____
Joe Giusti – Commissioner Precinct No. 2

The above subdivision titled SALTY SHORES as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of _____, 2025.

By_____,Deputy

_____

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

_____
Michael C. Shannon – County Engineer

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

_____
Michael Hoover
Registered Professional Land Surveyor
Texas Registration No. 5423

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

STATE OF TEXAS { }
COUNTY OF GALVESTON { }

We, SOUTHERN TEXAS INVESTMENTS LLC, acting through ERIC THOMSON, its PRESIDENT, hereinafter referred to as Owner of the 28,500 Square Feet (0.654 of one acre) tract described in the above and foregoing map of SALTY SHORES, do hereby make and establish said plat and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or five feet six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally and additional ten feet (10' 0") for ten feet (10' 0") back to back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back to back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

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

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

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

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

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

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

By: Southern Texas Investments LLC

By: _____
Eric Thomson
Its: President

STATE OF TEXAS {}
COUNTY OF _____ {}

BEFORE ME, the undersigned authority, on this day personally appeared Eric Thomson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

SALTY SHORES

28,500 Square Feet (0.654 of one acre)
situated in the Jones Shaw Survey
Abstract Number 179
Galveston County, Texas
5 LOTS 1 BLOCK

Owner:
Southern Texas Investments LLC
Eric Thomson
10271 Paradise Valley Drive
Conroe, TX 77304

JULY 2025 SCALE: 1" = 60' 25–0227

986

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*47.

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

Consideration of request of tax refunds in excess of $2,500.00 submitted by the Tax Assessor/Collector

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/7/25 5:19 pm

Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

August 7, 2025

County Judge Mark Henry
722 Moody Ave.
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of 17 refunds totaling $162,569.22 as shown on the attached report. A complete detailed listing of accounts is included with the backup to support this request. Overpayments are indicated by "O" and duplicate payments "D".

Sincerely,

Cheryl E. Johnson, PCC, CTOP
By: Tristan Belk

Attachments

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
123385	586800010042000		951072825CC1	20250730			
2024 8001 KNIGHT DALE LLC		TL	1	07/30/2025	60458402 PA	3,520.60	
CHECK PAYEE:KNIGHT DALE LLC DOROTHY DEAL		ABST 121 PAGE 39 LOT 42 BLK 1 PIRA			CHECK TOTAL:	3,520.60	
3428 JOLLY ROGER CIR		COVE SEC 4					
GALVESTON TX77554							
FIDO # : 36556248							
AGENT #: 00004419 HERRIN DAVID M							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
125395	421500000026000		132072525GV	20250725			
2024 8001 PACIFIC RBLF REO LLC		TL	1	07/25/2025	60439329 PA	53,017.49	
CHECK PAYEE:CAPITAL TITLE OF TEXAS, LLC		ABST 121 HALL & JONES SUR LOT 26			CHECK TOTAL:	53,017.49	
SUGAR CREEK ESCROW ACCOUNT		JAMAICA BEACH SEC 27					
13131 DAIRY ASHFORD STE 125							
SUGAR LAND TX77478							
FIDO # : 36545158							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
125554	421100000014000		RC250723	20250717			
2024 8001 MORRIS TRUST		TL	1	07/17/2025	60142216 TR	12,345.04	
CHECK PAYEE:CLAY & LISA MORRIS		ABST 121 HALL & JONES SUR LOT 14			CHECK TOTAL:	12,345.04	
6110 AVE L		JAMAICA BEACH SEC 23					
SANTA FE TX77510							
FIDO # : 36540844							
TOTAL AMOUNT DUE FOR ACCOUNT 234.26							
NOTE:							
150164	624000900035000		951071625CH1	20250721			
2024 8001 AVALOS ELOIZA C & JOSE LEONE		TL	1	07/21/2025	60423824 OK	3,279.29	
CHECK PAYEE:JORDAN NOVELLI		ABST 10 A EDWARDS SUR LOTS 35 & 36			CHECK TOTAL:	3,279.29	
4520 SUNBURST ST 4520 SUNBURST		90 SAN LEON TOWNSITE					
BELLAIRE TX77401							
FIDO # : 36536274							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
217991	628000060001000		951072225CC1	20250724			
2024 8001 KING OLLIE MARIE		TL	1	07/24/2025	60436778 OK	4,000.00	
CHECK PAYEE:OLLIE MARIE KING		ABST 179 PAGE 13 LOT 2 (1-0) BLK F			CHECK TOTAL:	4,000.00	
908 TROUT BLVD		SANDY BEACH					
CRYSTAL BEACH TX77650							
FIDO # : 36543340							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
230580	120000460001000		167072325GV	20250723			
2024 8001 GUIDRY BERT		TL	1	07/23/2025	60429020 PA	3,231.14	
CHECK PAYEE:CORELOGIC TAX SERVICES, LLC		ABST 611 I & G N RR SUR SEC 17 LOT			CHECK TOTAL:	3,231.14	
3001 HACKBERRY ROAD		1,2,9,10 & W 1/2 OF LOTS 3 & 8 BLK					
IRVING TX75063		ARCADIA TOWNSITE					
FIDO # : 25546803							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
291031	388300000001000		RC250723	20250717			
2024 8001 JUNAID AHSAN & JAVERIA FAROO		TL	1	07/17/2025	60110181 TR	4,924.82	
CHECK PAYEE:CORELOGIC		ABST 121 HALL & JONES SUR LOT 1 HA			CHECK TOTAL:	4,924.82	
ATTN: CENTRALIZED REFUNDS		LAFITTE TOWNHOMES					
PO BOX 9202							
COPPELL TX750199760							
FIDO # : 30383287							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
297150	447800020021000		172073025GV	20250730			
2024 8001 WILSON DARRELL SR		TL	1	07/30/2025	60457963 PA	2,611.53	
CHECK PAYEE:WILSON DARRELL SR		ABST 121 HALL & JONES SUR LOT 21 B			CHECK TOTAL:	2,611.53	
4010 BRANDY LOOP		LAGUNA SAN LUIS I SUB					
NOLANVILLE TX765594903							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
298893	664800000046000		RC250723	20250717			
2024 8001 SANGIL AMBER AND MANCELLE JA		TL	1	07/17/2025	60318098 TR	4,928.93	
CHECK PAYEE:CORELOGIC	ABST 18 PAGE 6 LOT 46 SOUTH SHORE				CHECK TOTAL:	4,928.93	
ATTN: CENTRALIZED REFUNDS	HARBOUR SEC 4						
PO BOX 9202							
COPPELL TX750199760							
FIDO # : 30383287							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
NOTE:							
311536	587000020101002		127072125GV	20250721			
2024 8001 DIXON CHARLES R & SHELLY A		TL	1	07/21/2025	60423491 PA	4,569.04	
CHECK PAYEE:DIXON CHARLES R & SHELLY A	ABST 121 HALL & JONES SUR LOT 101				CHECK TOTAL:	4,569.04	
42 S GARY GLEN CIRCLE	(101-2) BLK 2 PIRATES COVE SEC 6						
THE WOODLANDS TX77382							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
NOTE:							
378292	724000000002002		172073025GV	20250730			
2024 8001 MEDELLIN MELINDA		TL	1	07/30/2025	60457886 PA	8,309.07	
CHECK PAYEE:CHICAGO TITLE OF TEXAS, LLC	ABST 78 R HALL SUR LOTS 2 & 3 (2-2				CHECK TOTAL:	8,309.07	
HOU CT FEE ATTORNEY WELLS FARGO	TUDORS ADDN						
5741-CTH-DPK							
4621 CENTER ST							
DEER PARK TX77536							
FIDO # : 27429271							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
NOTE:							
608381	220700000001000		169071625GV	20250716			
2024 8001 SHRINATHJI LLC		TL	1	07/16/2025	60408622 PA	4,163.98	
CHECK PAYEE:SHRINATHJI LLC	CANDLEWOOD SUITES ADDN (2015) ABST				CHECK TOTAL:	4,163.98	
5334 FENWICK WAY CT	LOT 1, & PT OF LOT 28 T & L SEC 1						
SUGAR LAND TX77479	1.4865						
AGENT #: 00004418 HARDING & CARBONE INC							
TOTAL AMOUNT DUE FOR ACCOUNT						.00	
NOTE:							

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST # / REC TYPE	SUIT / DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
744702	439901010023000	173072825GV	20250728			
2024 8001 NOCERA ANNA & JOHN MADDOX	TL	1	07/28/2025	60444533 PA	5,693.25	
CHECK PAYEE:CORELOGIC TAX SERVICES, LLC	LOT 23 BLK 1 KEMAH CROSSING SEC 1			CHECK TOTAL:	5,693.25	0
3001 HACKBERRY ROAD	(2023) ABST 18 & 32					
IRVING TX75063						

FIDO # : 25546803

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

753551	445001020044000	902071725T	20250717			
2024 8001 MILLROSE PROPERTIES TEXAS LL	TL	1	07/17/2025	59991776 TR	26,897.46	
CHECK PAYEE:LENNAR TITLE	LOT 44 BLK 2 LAGO MAR POD 2 SEC 1			CHECK TOTAL:	26,897.46	0
4201 N SH 161 SUITE 115	(2024) ABST 11					
IRVING TX75063						

FIDO # : 33540189

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

TOTAL ALL ACCOUNTS	141,491.64
COUNT OF REFUND CHECKS	14

TN536 SELECTION SEQUENCE 4899552 REFUNDS SELECTED REPORT

OVERPAYMENT REFUNDS FROM: 07/16/2025 TO: 07/31/2025 MINIMUM DOLLAR AMOUNT: $10000

MAXIMUM DOLLAR AMOUNT: $10700

REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER / UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
507793					591430000017000		RC250723	20250717				
		2024	8001	BAY BREEZE INVESTMENTS LLC		TL	1	07/17/2025	60182931	TR	10,667.19	
CHECK PAYEE: BAY BREEZE INVESTMENTS LLC					POINTE WEST SEC 3-C (2007) ABST 12					CHECK TOTAL:	10,667.19	
101 S. SPANISH PLUM CT					LOT 17, ACRES 0.574							
ALEDO TX76008												

FIDO # : 36540930

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

TOTAL ALL ACCOUNTS	10,667.19
COUNT OF REFUND CHECKS	1

TN536 SELECTION SEQUENCE 4882256 REFUNDS SELECTED REPORT

OVERPAYMENT REFUNDS FROM: 03/19/2025 TO: 04/21/2025 MINIMUM DOLLAR AMOUNT: $2500

REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
231537	379200140001005		148031925GV	20250319			
2024 8001 ACOSTA MARTIN		TL	1	03/19/2025	59945029 PA	5,290.11	
CHECK PAYEE:1ST OPTION TITLE INC.		ABST 620 I & GN RR SUR SEC 25 PT 0			CHECK TOTAL:	5,290.11	
2822 NORTH LOOP 1604 SUITE 116		1 (1-5) BLK 14 HALLS ADDN TO					
SAN ANTONIO TX78248		ALVIN					

FIDO # : 35385830

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

TOTAL ALL ACCOUNTS	5,290.11
COUNT OF REFUND CHECKS	1

TN536 SELECTION SEQUENCE 4899585 REFUNDS SELECTED REPORT

HELD OVERPAYMENT REFUNDS FROM: 05/01/2025 TO: 05/31/2025 MINIMUM DOLLAR AMOUNT: $5100

MAXIMUM DOLLAR AMOUNT: $5125

REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER / UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
199787					671200000015002		RC250714	20250506				
		2024	8001	FARAWAY SG LLC		TL	1	05/06/2025	60164399	LG	5,120.28	
CHECK PAYEE: FCI LENDER SERVICES INC 8180 EAST KAISER BLVD ANAHEIM HILLS CA92808						ABST 150 J D MOORE SUR S 75 FT OF 15,17 & 19 (15-2) STAFFORDS THIRD TO LAMARQUE				CHECK TOTAL:		5,120.28	D

FIDO # : 36523200

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

TOTAL ALL ACCOUNTS	5,120.28
COUNT OF REFUND CHECKS	1

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*48.

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

Grant Award/Agreement

1) **Court Date:** 8/18/2025
2) **Department:** Sheriff's Department
3) **Grant Agency: Texas Motor Vehicle Crime Prevention Authority**
4) **Funding Source: Auto Crimes Task Force Grant Program**
5) **Grant Start Date:** 9/1/2025
6) **Grant End Date:** 8/31/2026
7) **Program Year: FY 2026**
8) **Program End Date:** 8/31/2026
9) **Renewal Grant: RENEWAL**
10) **Contract #: 608-26-08400000**
11) **Description: Personnel, travel/training, equipment and supplies for the Auto Crimes Task Force**

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

Expenditure Type

14) **Grant Funded $1,075,096.00**
15) **County Funded $371,742 (Mandatory) + $48,000 (In-Kind)**
16) **Total Project Amount: $1,446,838.00**
17) **Assigned Department Contact: Smitty - Sheriff's Office**

County Funding Sources

18) **Match Fund: Match met through fringe benefits in the SO Budget**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	8/4/25 4:54 pm
2	Jimmy Fullen	Approve	8/5/25 8:51 am
3	Diana Huallpa	Approve	8/5/25 3:20 pm
4	Sergio Cruz	Approve	8/5/25 6:39 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: August 18, 2025

RE: Sheriff's Department - Auto Crimes Task Force
FY 2026 Motor Vehicle Crime Prevention Authority Grant Award

BACKGROUND

The Galveston County Auto Crimes Task Force (ACTF) was formed in 1993 and since that time the County has seen almost a 70% reduction in auto theft as well as a reduction in burglaries of motor vehicles. The ACTF serves all cities and points within Galveston County as well as surrounding areas.

The ACTF operates public awareness campaigns, LPR (License Plate Reader) patrols, surveillance programs, bait vehicle operations and auto crimes training for licensed peace officers in agencies across the county.

SUMMARY

Each year the County submits a budget proposal to assist in the operation of the Auto Crimes Task Force from the Motor Vehicle Crime Prevention Authority. This formula grant allocation endeavors to provide reimbursable activities for the Galveston County Auto Crimes Task Force for FY 2026.

RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the FY 2026 Motor Vehicle Crime Prevention Authority grant award and authorize the Judge's signature on the required documents.

ATTACHEMENTS

Required Documents for wet signature:

- FY26 Motor Vehicle Crime Prevention Authority Statement of Task Force Award and Grantee Acceptance Notice

FY26 Motor Vehicle Crime Prevention Authority
Statement of Task Force Grant Award and Grantee Acceptance Notice

Grant Number:	**608-26-0840000**
Grantee:	**Galveston County**
Program Title:	**Gulf Coast Auto Crimes Task Force**
Grant Award Amount:	**$1,075,096**
Total Cash Match Amount:	**$371,742**
In-Kind Match Amount:	**$48,000**
Reimbursement Percent*:	**74.30%**
Grant Term:	**September 1, 2025 to August 31, 2026**

Grant Budget Summary: Galveston County (App ID: 459)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$412,525	$18,315	$430,840	
Fringe	$0	$126,779	$126,779	
Overtime	$20,626	$0	$20,626	
Professional and Contract Services	$508,655	$196,648	$705,303	
Travel	$26,240	$0	$26,240	
Equipment	$50,050	$30,000	$80,050	
Supplies and Direct Operating Expenses (DOE)	$57,000	$0	$57,000	$48,000
Total	$1,075,096	$371,742	$1,446,838	$48,000

*Reimbursement Percent: 74.30% - $1,075,096 MVCPA amount / ($1,075,096 MVCPA amount + $371,742 Cash Match)

That whereas, **Galveston County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on March 4, 2025, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Gulf Coast Auto Crimes Task Force** and further identified by grant number **608-26-0840000** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/04/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on March 4, 2025;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

_X_ **Non-Supplanting -** The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

_X_ **Intelligence Sharing -** The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

_X_ **Multi-Agency Grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

_X_ **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

_X_ **Border Security Report Requirement** – This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

_____

Authorized Official

_____

Printed Name and Title

_____

Date Signed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*49.

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

Grant Award/Agreement

1) **Court Date:** 8/18/2025
2) **Department:** Sheriff's Department
3) **Grant Agency: Texas Motor Vehicle Crime Prevention Authority**
4) **Funding Source: SB224 Catalytic Converter Grant Program**
5) **Grant Start Date:** 9/1/2025
6) **Grant End Date:** 8/31/2026
7) **Program Year: FY 2026**
8) **Program End Date:** 8/31/2026
9) **Renewal Grant: RENEWAL**
10) **Contract #: 608-26-08400000C**
11) **Description: Personnel, travel/training, equipment and supplies for the Catalytic Converter Task Force.**

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

Expenditure Type

14) **Grant Funded $397,400.00**
15) **County Funded $129,886.00 (Mandatory) + $7,200 (In-Kind)**
16) **Total Project Amount: $527,286.00**
17) **Assigned Department Contact: Smitty - Sheriff's Office**

County Funding Sources

18) **Match Fund: Match met through fringe benefits from the Sheriff's budget**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	8/4/25 5:05 pm
2	Jimmy Fullen	Approve	8/5/25 8:51 am
3	Diana Huallpa	Approve	8/5/25 3:19 pm
4	Sergio Cruz	Approve	8/5/25 6:40 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: August 18, 2025

RE: Sheriff's Department
FY 2026 Catalytic Converter Theft Prevention Grant Award

BACKGROUND

The Texas Legislature passed Senate Bill 224 that provides funding for law enforcement activities intended to detect and prevent catalytic converter theft. The Texas Motor Vehicle Crime Prevention Authority initiated a grant program for local law enforcement agencies and task forces to implement detection and prevention programs at the local level.

SUMMARY

Galveston County Sheriff Department's Auto Crimes Task Force was contacted directly about applying for FY 2024 funding at a zero percent match. This allowed for the purchase of required supplies and equipment and begin the hiring process for new positions. The FY 2026 grant cycles is at the usual a 20% match requirement.

RECOMMENDATIONS

Professional Services requests Commissioners' Court consider acceptance of the FY 2026 Catalytic Converter Theft Prevention grant award from the Texas Motor Vehicle Crime Prevention Authority and authorize the County Judge to sign required documents.

ATTACHMENTS FOR WET SIGNATURE

- FY 2026 Catalytic Converter Grant Statement of Grant Award and Grantee Acceptance Notice

FY26 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**608-26-0840000C**
Grantee:	**Galveston County**
Program Title:	**Gulf Coast Auto Crimes Task Force - Catalytic Converter Unit**
Grant Award Amount:	**$397,400**
Total Cash Match Amount:	**$129,886**
In-Kind Match Amount:	**$7,200**
Reimbursement Percent*:	**75.36%**
Grant Term:	**September 1, 2025 to August 31, 2026**

Grant Budget Summary: Galveston County (App ID: 547)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$333,286	$17,280	$350,566	
Fringe	$0	$105,606	$105,606	
Overtime	$16,664	$0	$16,664	
Professional and Contract Services	$0	$0	$0	
Travel	$10,250	$0	$10,250	
Equipment	$0	$7,000	$7,000	
Supplies and Direct Operating Expenses (DOE)	$37,200	$0	$37,200	$7,200
Total	$397,400	$129,886	$527,286	$7,200

*Reimbursement Percent: 75.36%: $397,400 MVCPA amount / ($397,400 MVCPA amount + $129,886 Cash Match)

That whereas, **Galveston County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on April 14, 2025 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Gulf Coast Auto Crimes Task Force - Catalytic Converter Unit** and further identified by grant number **608-26-0840000C** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY26 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/01/2025** and

Whereas, the Grantee desires to accept the FY26 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on April 14, 2025;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY26 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

__X__ Non-Supplanting - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

__X__ Intelligence Sharing - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

__X__Border Security Report Requirement – This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

_____

Authorized Official

_____

Printed Name and Title

_____

Date Signed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*50.

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:** 7/28/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Betsy Thomas**
6) **Description: Elevation Tri-Party Agreement for engineering at 23 Edgewater Drive, Hitchcock, Texas.**

7) **PEID No: 723521**
8) **Req No: RFQ #B242004**
9) **Orgkey: 2890-299234**
10) **Object Code: 2481000**
11) **Vendor: Aron & Franklin Engineering, Inc.**
12) **Vendor Contract No: CM24094**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation Batch One**
14) **Fund #: 28-299237**
15) **Current Year Budgeted: $500,000.00**
16) **Current Year Projected: $18,200.00 - Less 25% Match from Property Owner ($4,550)**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $13,650.00**

To Be Completed by Purchasing Department

22) **Contract Start Date: 9/30/2024**
23) **Auto Renewal Contract: No**
24) **Bid No: B242004**
25) **Contract End Date: 9/29/2026**
26) **Contract # Issued by Purchasing Department: 231603**

NOTES: **CM24094 contract executed in CC 09/30/2024 - Item 52 - HB1295 on file**

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	8/6/25 2:28 pm
2	Melissa Fleming	Approve	8/6/25 4:13 pm
3	Veronica Van Horn	Approve	8/6/25 5:18 pm
4	Diana Huallpa	Approve	8/7/25 9:22 am
5	Sergio Cruz	Approve	8/7/25 3:57 pm
6	Veronica Van Horn	Approve	8/7/25 5:25 pm

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Galveston County - Grant Administration Department

TDEM HMGP Contracts DR-4332-0025 and DR-4332-0239

Date Payment received: 7/28/2025 ✓

Payment received in person: - Yes

Homeowner Name:

Thanh and Thuloan L. Nguyen

Address: 23 Edgewater Drive, Hitchcock, Texas

Payment Type

Check #

Amount: *$4,550*

Payment for DR 4332- 25-E103

23 Edgewater Drive, Hitchcock, Texas

Engineering Cost

Homeowner 25% cost

Grant Funds 75%

Code payment to account as follows:

HMGP Elevation-Batch 1

2890-299237-4401050 (Participant Expenses Contribution)

HMGP Elevation Batch 3

2890-299238-4401050 (Participant Expense Contribution)

Received by County Employee: Faisel Nofal

Signature:----------

Date: - 7/28/2025

Date submitted to Treasurer's Office

NAVY FEDERAL Credit Union

PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

68-7497
2560

Cashier's Check

Serial No.	Account No.	Date	Amount
0462220504	******5966	07/25/25	$**********4,550.00

Pay to the Order of GALVESTON COUNTY

REMITTER: THANH X NGUYEN

Authorized Signature

[redacted]

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Nofal, Faisel

To: x_thanh@yahoo.com
Cc: Thomas, Elizabeth; Margarita Garza
Subject: 23 Edge Water Drive, Hitchcock, TX 77563
Attachments: GALH-E103-25_ENGINEERING TRI-PARTY AGREEMENT.pdf

Dear Homeowner,

Galveston County is pleased to inform you that we are ready to sign the Engineering Tri- Party Contract. Attached here is the contract for your review. Upon your agreement to the terms please, contact me to set up an appointment to meet in my office for a signature. The contract is required you to bring **a cashier check with the a mount of four thousand five hundred fifty dollar and zero cent ($4550.00). Please, write the check to Galveston County.**

I would appreciate it if I get an answer from you within a week.

Thank you for taking the time to read my email and looking forward to meet with you.

Respectfully,

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TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Thanh Nguyen and Thuloan L. Nguyen, (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER
All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

The surface only of part of Lot Twenty-Three (23), of Bayou Vista, according to the map or plat of said Bayou Vista prepared by L.L. Lowrey, C.E., in September, 1954, in Galveston County, Texas, said Bayou Vista being a subdivision of a part of Lot 20 of a subdivision of the portion of the Samuel C. Bundick League lying and being situated Southwest of the Galveston, Houston & Henderson Railroad right of way, according to the map or plat of said subdivision on file in the Office of the District Clerk of Galveston County, Texas

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Thanh Nguyen and Thuloan L. Nguyen

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

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ENGINEER shall perform professional services associated with testing and engineering design for the structure located at **23 Edge Water Drive, Hitchcock, TX 77563**, as described in EXHIBIT A – ENGINEER'S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.
The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytx.gov

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s): Thanh Nguyen and Thuloan L. Nguyen
Address: 23 Edge Water Drive, Hitchcock, TX 77563
Phone: 713-444-2323
Email: x_thanh@yahoo.com

TN

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the

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PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. **Acronyms.** The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. **Definitions.** The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
   a. EXHIBIT A. ENGINEER'S COST ESTIMATE
   b. EXHIBIT B. Contract between the COUNTY and ENGINEER
   c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
   d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
   e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
   f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
   g. EXHIBIT G. TDEM-specific clauses
   h. EXHIBIT H. FEMA Record of Environmental Consideration
   i. EXHIBIT I. Sample Engineering and Construction Schedule
   j. EXHIBIT J. Proof of Medical Need
   k. EXHIBIT K. Conflict of Interest Disclosure

2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

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3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.**

4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator.**

6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.

7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.

8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.

9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER**, and signed by **an authorized representative of the COUNTY.** The plans **must not include any design elements outside the scope of work approved in the grant agreement.**

10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work

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approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:

a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

b. All field reports, inspection notes, and verification of engineered recommendations provided.

c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.

d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.

e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.

f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:

a. the **ENGINEERING PHASE,** which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and

b. the **CONSTRUCTION PHASE,** which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS

12. **IMPROVEMENTS** mean the structure and related improvements on the PROPERTY that are eligible for elevation under the HMGP grant program guidelines, as outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The HMGP grant program guidelines state elevation of a structure may consist of the following:
    a. Slab elevation.
    b. Slab separation and elevation.
    c. Pier and beam elevation.
    d. Piling and beam elevation.
    e. Demolition/Removal.
    f. Engineering Design.
    g. Construction, and/or
    h. Other required items as specified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

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13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.

14. **MITIGATION OFFER** means the amount equal-to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER's acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.

16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.

18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OENER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.

19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.

20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

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21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.

22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.

24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant**, with the **remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit) to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

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1. Financial Summary:

ENGINEERING COST ESTIMATE	$ 18,200.00
COUNTY's Financial Responsibility (75%)	$ 13,650.00
PROPERTY OWNER MATCH AMOUNT (25%)	$ 4,550.00

2. Payments from PROPERTY OWNER
   a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

A. **MATCH AMOUNT**: As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.

B. **REIMBURSEMENT**: If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.

C. **MAINTAIN NFIP INSURANCE: The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of $250,000.**

D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

> "This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

TN TL

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM:** PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos	>>>>>		✓
Lead Paint			✓
Buried Lines			✓
Septic Systems			✓
Water Wells		✓	
Bees		✓	
Propane Tanks		✓	
Sinkholes			✓
Other (specify):			

TN TL

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

H. **MEDICAL NEEDS:** PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need.

Person	Qualifying Disability	Physician's Written Certificate
>>>>>	>>>>>	>>>>>
N/A	N/A	

TN TL

I. **NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation.NO EXTRAS: No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.

J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

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K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

(a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or
(b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

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M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER.In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. **STATE PROVISIONS: PROPERTY** OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.

C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER

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shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.

G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.

H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.

I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a

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material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

J. **Latent Site Conditions:** Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.

K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.

L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.

M. **Conflict of Interest Disclosure:** The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.

N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.

B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
   a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
   b. The quality or timing of the elevation construction;
   c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;
   d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
   e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
   f. Removal of liens;
   g. Curing title defects;

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h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:

(i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;

(ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or

(iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

a. Terminate this AGREEMENT on written notice to ENGINEER.
b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.

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c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. **PROPERTY OWNER's Default**: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
   b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
   c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
   d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
   e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
      i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
      ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.
      iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
      iv. Pursue damages, injunctive, or equitable relief as permitted by law.

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C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Relationship of the parties to this AGREEMENT**: ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.

B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.

D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

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E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter of this AGREEMENT or the services or deliverables to be provided under it.

F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
   a. Any governmental or private authority having jurisdiction over the PROPERTY;
   b. Any insurance company carrying a policy pertaining to the PROPERTY;
   c. Any lender holding a lien or security interest against any part of the PROPERTY; or
   d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.

G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.

H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.

J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

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K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.

L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.

M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and EXHIBIT G – TDEM Specific Clauses shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.

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B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.

C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.

D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.

E. **Continued Performance: Unless** otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.

F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

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This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)
(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

Signature of Property Owner — Date: JULY 28, 2025

Signature of Property Owner — Date: July 28, 2025

ENGINEER

DocuSigned by:
245D94BF30F7449...
Signature — Chandra Franklin Womack — Date: 7/28/2025

Aran + Franklin Engineering Inc.
CEO/President
Printed Name and Title

COUNTY

Mark Henry, Galveston County Judge — Date

Dwight Sullivan, Galveston County Clerk — Date Attested

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EXHIBIT A
ENGINEER'S COST ESTIMATE

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EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

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State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECITALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

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The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

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

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

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

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

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of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is $500,000.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

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

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

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SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

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

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

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shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

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SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Aron & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

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14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

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14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

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

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By:
Mark Henry
County Judge

Date Signed: September 30, 2024

Attest:
Dwight D. Sullivan,
Galveston County Clerk

Aran Franklin Engineering, Inc.

By:
Chandra Franklin Womack
P.E.

Date Signed: 9-27-2024

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Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.

(855) 946-3364
(409) 938-5200
Info@AranFranklin.com
AranFranklin.com
8419 Emmett F Lowry Expy
Texas City, TX 77591
Chandra Franklin Womack, PE, CEO | Rachal Riley, PE | Dave Franklin, COO
Firm Registration No. F-4532

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Changes to scope after design drawings are approved will incur:

- CAD charges of $90/hr.
- Design at $90/hr.
- Structural at $125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - $4,500.00
- Large 1 story and all 2 story houses - $5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - $1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes $2,500.00
- Additional letters $100 each unless inspections are required
- Failed inspections - contractor will have to pay a $400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- $3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: $400.00 each (need preliminary, mid lift and final)
- Topographical Survey: $+/- $850.00 - +/- $1,600.00
- Final Survey: $500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- $2000.00 - $2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. $3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks

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EXHIBIT C
POWER OR ATORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE

(If Applicable)

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EXHIBIT D
DUTY TO INFORM

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EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION (2012 EDITION) (FEMA FORM 086-0-33)

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FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077
Expires July 31, 2002

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME	For Insurance Company Use:
	Policy Number
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.	Company NAIC Number
CITY STATE ZIP CODE	

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.######°) HORIZONTAL DATUM: |__| NAD 1927 |__| NAD 1983 SOURCE: |__| GPS (Type): |__| USGS Quad Map |__| Other:

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
|__| FIS Profile |__| FIRM |__| Community Determined |__| Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: |__| NGVD 1929 |__| NAVD 1988 |__| Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? |__| Yes |__| No
Designation Date: _____

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: |__|Construction Drawings* |__|Building Under Construction* |__|Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____
Elevation reference mark used _____ Does the elevation reference mark used appear on the FIRM? |__| Yes |__| No

- ❑ a) Top of bottom floor (including basement or enclosure) _____ . ___ ft.(m)
- ❑ b) Top of next higher floor _____ . ___ ft.(m)
- ❑ c) Bottom of lowest horizontal structural member (V zones only) _____ . ___ ft.(m)
- ❑ d) Attached garage (top of slab) _____ . ___ ft.(m)
- ❑ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) _____ . ___ ft.(m)
- ❑ f) Lowest adjacent (finished) grade (LAG) _____ . ___ ft.(m)
- ❑ g) Highest adjacent (finished) grade (HAG) _____ . ___ ft.(m)
- ❑ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade _____
- ❑ i) Total area of all permanent openings (flood vents) in C3.h _____ sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME LICENSE NUMBER

TITLE COMPANY NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

IMPORTANT: In these spaces, copy the corresponding information from Section A.	For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.	Policy Number
CITY STATE ZIP CODE	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

|__| Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is |__|__| ft.(m) |__|__|in.(cm) |__| above or |__| below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is |__|__| ft.(m) |__|__|in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? |__| Yes |__| No |__| Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

COMMENTS

|__| Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. |__| The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. |__| A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. |__| The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: |__| New Construction |__| Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ ___ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ___ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME TITLE

COMMUNITY NAME TELEPHONE

SIGNATURE DATE

COMMENTS

|__| Check here if attachments

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EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

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Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER

SAMPLE

State Grantee: **Texas Division of Emergency Management**

Subgrantee: **Galveston County, Texas**

PROPERTY OWNER(s);
>>>>>

>>>>>

>>>>>

>>>>>

PROPERTY: >>>>>

NFIP Policy Number: >>>>> Repetitive Loss Number: >>>>>

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.

2. The HMGP grant program is a voluntary program.

3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.

4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

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The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

MITIGATION OFFER	**$ >>>>>**

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	$ >>>>>
Eligible Elevation Construction Costs	$ >>>>>
Subtotal	$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	$ >>>>>
MITIGATION OFFER	$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	$ >>>>>
GRANT FUNDED AMOUNT	$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PORPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERs additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.

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PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

Name	Address	Notified
>>>>>	>>>>>	>>>>>

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Homeowner Withdrawal Acknowledgment Form

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

☐ Financial concerns
☐ Personal/family circumstances
☐ Structural or site concerns
☐ Timeline/delays
☐ Other: _____

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Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

_____

Signature: _____ Date: _____

_____

For Official Use Only:

☐ Project removed from elevation roster
☐ Notified Engineering/Construction team
☐ Withdrawal documented in project file
☐ FEMA/TDEM notified

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ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD AREA

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Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner THANH X. NGUYEN ; THULOAN L. NGUYEN
Street Address 23 EDGEWATER DR
City HITCHCOCK, State TX Zip Code 77563
Deed dated OCT 02, 2009, Recorded _____
Tax map _____, block _____, parcel _____
Base Flood Elevation at the site is _____ feet (NGVD).
Map Panel Number _____, effective date _____

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will not be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

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records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF GALVESTON

A _____ municipal corporation

By: _____
[Name, Title]

of the City/County of HITCHCOCK / GALVESTON

& THANH X. NGUYEN & THULOAN L. NGUYEN

_____ 05/07/2020
[Name of Property Owner]

WITNESSED BY:

_____
[Name of Witness]

[SEAL]

JACQUE RAY
Notary Public, State of Texas
My Commission Expires 02-07-2023
Notary ID 12438284-5

Docusign Envelope ID: 9DBCC73D-52E1-416A-B206-C84F94D4EAFF

EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.

2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.

3. **FEMA Model Deed Restriction Acknowledgment** (Attachment): The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.

4. **Flood Insurance Requirement (NFIP)**: The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership

5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.

6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.

7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

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EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

Docusign Envelope ID: 9DBCC73D-52E1-416A-B206-C84F94D4EAFF

TEXAS HISTORICAL COMMISSION

real places telling real stories

July 17, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.tx.us

Re: Project review under Section 106 of the National Historic Preservation Act of 1966, Review of Elevation/Reconstruction of 50 Residences, Hazard Mitigation Grant Program, Galveston County, Texas (FEMA)

Dear Mr. Gentile,

Thank you for your correspondence, submitted via eTRAC on June 29, 2018, regarding the above-referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little, has completed its review of the material submitted. It is our understanding that Galveston County proposes to elevate or reconstruct 200 residences through the county; at present, 50 properties have been submitted for SHPO review. SHPO was provided with photographs of each of the 50 buildings, a spreadsheet with addresses and construction dates, and a map.

Based on the information submitted and application of federal criteria for historical designation, staff has determined that the following buildings are **not eligible** for listing in the National Register of Historic Places. Undertakings at these properties will have **no effect on historic resources** and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act:

1 Highland Drive, Hitchcock , TX 77563
10402 Jay Road, Hitchcock , TX 77563
1209 Esther Street, Kemah, TX 77565
1209 Shady Oak Lane, Dickinson, TX 77539
1211 Esther Street, Kemah, TX 77565
1212 Esther Street, Kemah, TX 77565
1215 Esther Street, Kemah, TX 77565
1216 Esther Street, Kemah, TX 77565
1317 Sunset Drive, Dickinson, TX 77539
16 Perthuis Farms Road, La Marque, TX 77568
202 Merry Way, Alvin, TX 77511
209 Old Bayou Drive, Dickinson, TX 77539
2101 Wimcrest Street, Galveston, TX 77551
2118 Cove Park Drive, League City, TX 77573
2124 59th Street, Galveston, TX 77551
2127 E Winn Street, League City, TX 77565
214 12th Street, San Leon, TX 77539
2150 Cove Park Drive, Kemah, TX 77565
2154 Cove Park Drive, League City, TX 77573
21914 Matagorda Drive, Galveston, TX 77554

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23 Edgewater Drive, Hitchcock , TX 77563
2429 Avenue D , San Leon, TX 77539
2809 Avenue H , Dickinson, TX 77539
2817 Belmont Street, Dickinson, TX 77539
2819 Frostwood Circle, Dickinson, TX 77539
2922 Colonial Drive, Dickinson, TX 77539
2924 Colonial Drive, Dickinson, TX 77539
30 Lakeside Drive, Hitchcock , TX 77563
3122 Avenue H , Dickinson, TX 77539
3318 Maple Drive, Dickinson, TX 77539
3526 Elm Drive, Dickinson, TX 77539
3722 Bayou Circle, Dickinson, TX 77539
3919 Liggio Street, Dickinson, TX 77539
3951 Wagon Road, Dickinson, TX 77539
4210 Country Club Drive, Dickinson, TX 77539
4302 Edward Street, Texas City, TX 77591
4402 Edward Street, Texas City, TX 77591
4517 Bayou Bend, Drive, Dickinson, TX 77539
4524 Bayou Bend Drive, Dickinson, TX 77539
4607 East 28th Street, Dickinson, TX 77539
4927 Alamo Drive, Galveston, TX 77551
506 E. Shore Drive, Clear Lake Shores, TX 77565
518 Lakeside Drive, League City, TX 77565
618 Bel Road, Kemah, TX 77565
6810 Wayside Drive, Hitchcock , TX 77563
717 Narcissus Road, Clear Lake Shores, TX 77565
7621 2nd Street, Hitchcock , TX 77563
8001 Meadowbrook Drive, Hitchcock , TX 77563
920 4th Street, League City, TX 77573

4409 Avenue K is located within an area that is **eligible** for listing in the National Register of Historic Places as a historic district. Despite the noted construction date of 1975, this house appears to be of older construction and would be a contributing resource to the district. SHPO will need additional information to determine the effect of the undertaking on the historic building; please provide more specific information on what will take place at this property so that we may complete our review. Demolition would be considered an adverse effect and would require further consultation to resolve. Elevation would likely be found to have no adverse effect provided it is accomplished in a way that does not damage the integrity of the historic house.

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at kelly.little@thc.texas.gov or 202-717-7419.

Sincerely,

Kelly Little, Historian
for: Mark Wolfe, State Historic Preservation Officer

cc: Dorothy Cook, FEMA (via email)

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EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

	Duration Days	Status
ering Tri-Party Agreements	8 Days	In Progress
ngineering	1 Day	Not Started
described in Task Order	27 Days	Not Started
view/Homeowner Concurrence	14 Days	Not Started
	7 Days	Not Started
uction Tri-Party Agreements	7 Days	Not Started
onstruction	1 Day	Not Started
ument submission	15 Days	Not Started
nstruction	14 Days	Not Started
pection	7 Days	Not Started
nstruction	30 Days	Not Started
pection	7 Days	Not Started
nstruction	14 Days	Not Started
pection	7 Days	Not Started
ocuments Rcvd & Final Payment Made	30 Days	Not Started

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Docusign Envelope ID: 9DBCC73D-52E1-416A-B206-C84F94D4EAFF

EXHIBIT J
PROOF OF MEDICAL NEED

Docusign Envelope ID: 9DBCC73D-52E1-416A-B206-C84F94D4EAFF

EXHIBIT J
PROOF OF MEDICAL NEED

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*51.

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

Contract Approval Request Form

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

1) **Date of Request:** 8/5/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Betsy Thomas**
6) **Description: E-122-25 Elevation Engineering Tri-Party - 2127 Winn Street, Kemah**

7) **PEID No: 723521**
8) **Req No: RFQ #B242004**
9) **Orgkey: 2890-299234**
10) **Object Code: 2481000**
11) **Vendor: Aron & Franklin Engineering, Inc.**
12) **Vendor Contract No: CM24094**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation Batch One**
14) **Fund #: 2890-299234**
15) **Current Year Budgeted: $500,000**
16) **Current Year Projected: $16,950 -Less 25% match from Property Owner ($4,237.50)**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $12,712.50**

To Be Completed by Purchasing Department

22) **Contract Start Date: 9/30/2024**
23) **Auto Renewal Contract: No**
24) **Bid No: B242004**
25) **Contract End Date: 9/29/2026**
26) **Contract # Issued by Purchasing Department: 231603**

NOTES: **CM24094 contract executed in CC 09/30/2024 - Item 52 - HB1295 on file**

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	8/6/25 2:28 pm
2	Melissa Fleming	Approve	8/6/25 4:11 pm
3	Veronica Van Horn	Approve	8/6/25 5:18 pm
4	Diana Huallpa	Approve	8/7/25 9:22 am
5	Sergio Cruz	Approve	8/7/25 3:57 pm
6	Veronica Van Horn	Approve	8/7/25 5:23 pm

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Galveston County – Grant Administration Department
TDEM-HMGP Contracts DR-4332-0025 and DR-4332-0239
Engineering Homeowner Payment

Date Payment received: 7/28/2025

Homeowner Name(s): Douglas W. Markee and Julie A Markee
Project Address: 2127 Winn St., Kemah, TX 77565
HMGP Project Number: E122-25
Payment Type: Cashier Check
Check #: 80300009
Amount: $ 4,237.50

Payment for Engineering Services from Aran & Franklin Engineering, Inc.

Design Fee: $ 4,500.00
High Elevation: $ 1,600.00
Inspections: $ 2,500.00
Technical Report: $ 3,800.00
Elevation Certificate: $ 1,200.00
Topographical Survey: $ 850.00
Final Survey: $ 500.00
Ground Penetrating Radar: $ 2,000.00
Total: $ 4,237.50
Federal Share (75%): $ 12,712.50
Homeowner (25%): $ 4,237.5

HMGP Elevation – Batch 1 2890-299237-4401050	HMGP Elevation – Batch 1 2890-299238-4401050

Received by County/Employee: Faisel Nofal

Date submitted to Treasurers Office:

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Moody Bank

Main Bank in Galveston, (409) 765-5561

VOID AFTER 90 DAYS

Cashiers Check

Date: 7/25/25 227976

Branch: 0003

REMITTER DOUGLAS & JULIE MARKEE

PAY TO THE ORDER OF EXACTLY **4,237 AND 50/100 DOLLARS $4,237.50

GALVESTON COUNTY

TWO SIGNATURES REQUIRED

HEAT SENSITIVE COLOR FADES WITH HEAT

[redacted]

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Nofal, Faisel

Sent: Tuesday, July 22, 2025 2:49 PM
To: jamarkee@comcast.com
Cc: Thomas, Elizabeth
Subject: 2127 Winn St., Kemah, TX 77565
Attachments: GALH-E122-25_ENGINEERING TRI-PARTY AGREEMENT.pdf

Dear Homeowner,

Galveston County is pleased to inform you that we are ready to sign the Engineering Tri- Party Contract. Attached here is the contract for your review. Upon your agreement to the terms please, contact me to set up an appointment to meet in my office for a signature. The contract is required you to bring **a cashier check with the a mount of four thousand two hundred thirty seven dollar and fifty cent ($4237.50). Please, write the check to Galveston County.**

I would appreciate it if I get an answer from you within a week.

Thank you for taking the time to read my email and looking forward to meet with you.

Respectfully,

County of Galveston

Faisel Nofal

Grant Coordinator II
Department Of Professional Services
(409) 766-2307
faisel.nofal@galvestoncountytx.gov
722 Moody Avenue, Galveston, Texas 77550

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Douglas W. Markee and Julie A Markee (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER
All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

LOT ONE (1), TWO (2), THREE (3), AND FOUR (4), IN BLOCK ELEVEN [11), OF GLEN COVE SUBDIVISION. A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254, PAGE 100, IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY. TEXAS.

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Douglas W. Markee and Julie A. Markee

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

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ENGINEER shall perform professional services associated with testing and engineering design for the structure located at **2127 Winn St., Kemah, TX 77565**, as described in EXHIBIT A – ENGINEER'S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.
The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytx.gov

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s): Douglas W. Markee and Julie A. Markee
Address: 2127 Winn St., Kemah, TX 77565
Phone: 409-502-7879 / 832-878-4253
Email: jamarkee@comcast.net

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the

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PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. Definitions. The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
   a. EXHIBIT A. ENGINEER'S COST ESTIMATE
   b. EXHIBIT B. Contract between the COUNTY and ENGINEER
   c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
   d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
   e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
   f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
   g. EXHIBIT G. TDEM-specific clauses
   h. EXHIBIT H. FEMA Record of Environmental Consideration
   i. EXHIBIT I. Sample Engineering and Construction Schedule
   j. EXHIBIT J. Proof of Medical Need
   k. EXHIBIT K. Conflict of Interest Disclosure

2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

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3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.**

4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator.**

6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.

7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.

8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.

9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER**, and signed by **an authorized representative of the COUNTY**. The plans **must not include any design elements outside the scope of work approved in the grant agreement.**

10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work

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approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:

a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

b. All field reports, inspection notes, and verification of engineered recommendations provided.

c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.

d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.

e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.

f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:

a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and

b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS

12. **IMPROVEMENTS** mean the structure and related improvements on the PROPERTY that are eligible for elevation under the HMGP grant program guidelines, as outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The HMGP grant program guidelines state elevation of a structure may consist of the following:
    a. Slab elevation.
    b. Slab separation and elevation.
    c. Pier and beam elevation.
    d. Piling and beam elevation.
    e. Demolition/Removal.
    f. Engineering Design.
    g. Construction, and/or
    h. Other required items as specified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

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13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.

14. **MITIGATION OFFER** means the amount equal-to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER's acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.

16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.

18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OENER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.

19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.

20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.

22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.

24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant**, with the **remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit) to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

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1. Financial Summary:

ENGINEERING COST ESTIMATE	$ 16,950
COUNTY's Financial Responsibility (75%)	$ 12,712.50
PROPERTY OWNER MATCH AMOUNT (25%)	$ 4,237.50

2. Payments from PROPERTY OWNER
   a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

A. **MATCH AMOUNT**: As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.

B. **REIMBURSEMENT**: If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.

C. **MAINTAIN NFIP INSURANCE: The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of $250,000.**

D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

> "This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

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Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM**: PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos	>>>>>	X	
Lead Paint		X	
Buried Lines	X		
Septic Systems		X	
Water Wells		X	
Bees		X	
Propane Tanks		X	
Sinkholes		X	
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

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H. **MEDICAL NEEDS:** PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need.

Person	Qualifying Disability	Physician's Written Certificate
>>>>>	>>>>>	>>>>>

We will request ADA letter from physicon

I. **NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation.NO EXTRAS: No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.

J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

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K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

(a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or (b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

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M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER.In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. **STATE PROVISIONS: PROPERTY** OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.

C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER

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shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.

G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.

H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.

I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a

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material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

J. **Latent Site Conditions:** Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.

K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.

L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.

M. **Conflict of Interest Disclosure**: The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.

N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.

B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
   a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
   b. The quality or timing of the elevation construction;
   c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;
   d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
   e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
   f. Removal of liens;
   g. Curing title defects;

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h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:

(i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;

(ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or

(iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

a. Terminate this AGREEMENT on written notice to ENGINEER.
b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.

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c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. **PROPERTY OWNER's Default**: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
   b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
   c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
   d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
   e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
      i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
      ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.
      iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
      iv. Pursue damages, injunctive, or equitable relief as permitted by law.

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C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Relationship of the parties to this AGREEMENT**: ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.

B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.

D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

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E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter of this AGREEMENT or the services or deliverables to be provided under it.

F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
   a. Any governmental or private authority having jurisdiction over the PROPERTY;
   b. Any insurance company carrying a policy pertaining to the PROPERTY;
   c. Any lender holding a lien or security interest against any part of the PROPERTY; or
   d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.

G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.

H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.

J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

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K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.

L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.

M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and EXHIBIT G – TDEM Specific Clauses shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.

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B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.
C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.
D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.
E. **Continued Performance: Unless** otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.
F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

****The remainder of this page is intentionally left blank****

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This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)
(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

Julie A Mankus
Signature of Property Owner

7-28-25
Date

Douglas N. Mankus
Signature of Property Owner

07-28-25
Date

ENGINEER

DocuSigned by:
245D94BF30F7449...
Signature

8/4/2025
Date

Chandra Franklin Womack
Aran + Franklin Engineering Inc.
CEO/President
Printed Name and Title

COUNTY

Mark Henry, Galveston County Judge

Date

Dwight Sullivan, Galveston County Clerk

Date Attested

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EXHIBIT A
ENGINEER'S COST ESTIMATE

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EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECITALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

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The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

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

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

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

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

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of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is $500,000.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

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

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

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SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

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

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

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shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

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SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Aran & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

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14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

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14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

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

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By:
Mark Henry
County Judge

Date Signed: September 30, 2024

Aran Franklin Engineering, Inc.

By:
Chandra Franklin Womack
P.E.

Date Signed: 9-27-2024

Attest:
Dwight D. Sullivan,
Galveston County Clerk

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Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.

(855) 946-3364
(409) 935-8200
Info@AranFranklin.com
AranFranklin.com
8419 Emmett F Lowry Expy
Texas City, TX 77591
Chandra Franklin Womack, PE, CEO | Rachel Riley, PE | Dave Franklin, COO
Firm Registration No. F-4932

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Changes to scope after design drawings are approved will incur:

- CAD charges of $90/hr.
- Design at $90/hr.
- Structural at $125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - $4,500.00
- Large 1 story and all 2 story houses - $5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - $1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes $2,500.00
- Additional letters $100 each unless inspections are required
- Failed inspections - contractor will have to pay a $400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- $3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: $400.00 each (need preliminary, mid lift and final)
- Topographical Survey: $+/- $850.00 - +/- $1,600.00
- Final Survey: $500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- $2000.00 - $2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. $3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks

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EXHIBIT C
POWER OR ATORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE

(If Applicable)

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EXHIBIT D
DUTY TO INFORM

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

Duty to Inform

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	☐	☐	☐
Lead Paint	☐	☐	☐
Buried Lines	☐	☐	☐
Septic System	☐	☐	☐
Water Wells	☐	☐	☐
Bees	☐	☐	☐
Propane Tank	☐	☐	☐
Sinkholes	☐	☐	☐
Other (Specify):	☐		

Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

Signature: _____ Date: _____

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EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION (2012 EDITION) (FEMA FORM 086-0-33)

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FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077
Expires July 31, 2002

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME

BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.

CITY STATE ZIP CODE

For Insurance Company Use:
Policy Number
Company NAIC Number

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.#####°)
HORIZONTAL DATUM: |__| NAD 1927 |__| NAD 1983
SOURCE: |__| GPS (Type): |__| USGS Quad Map |__| Other:

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
|__| FIS Profile |__| FIRM |__| Community Determined |__| Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: |__| NGVD 1929 |__| NAVD 1988 |__| Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? |__| Yes |__| No
Designation Date: _____

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: |__|Construction Drawings* |__|Building Under Construction* |__|Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____
Elevation reference mark used _____ Does the elevation reference mark used appear on the FIRM? |__| Yes |__| No

- ❑ a) Top of bottom floor (including basement or enclosure) _____ . ___ ft.(m)
- ❑ b) Top of next higher floor _____ . ___ ft.(m)
- ❑ c) Bottom of lowest horizontal structural member (V zones only) _____ . ___ ft.(m)
- ❑ d) Attached garage (top of slab) _____ . ___ ft.(m)
- ❑ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) _____ . ___ ft.(m)
- ❑ f) Lowest adjacent (finished) grade (LAG) _____ . ___ ft.(m)
- ❑ g) Highest adjacent (finished) grade (HAG) _____ . ___ ft.(m)
- ❑ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade _____
- ❑ i) Total area of all permanent openings (flood vents) in C3.h _____ sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME LICENSE NUMBER

TITLE COMPANY NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.			Policy Number
CITY	STATE	ZIP CODE	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

|__| Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is |__|__| ft.(m) |__|__|in.(cm) |__| above or |__| below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is |__|__| ft.(m) |__|__|in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? |__| Yes |__| No |__| Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS | CITY | STATE | ZIP CODE

SIGNATURE | DATE | TELEPHONE

COMMENTS

|__| Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. |__| The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. |__| A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. |__| The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: |__| New Construction |__| Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ . ___ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ . ___ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME | TITLE

COMMUNITY NAME | TELEPHONE

SIGNATURE | DATE

COMMENTS

|__| Check here if attachments

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER

S A M P L E

State Grantee: **Texas Division of Emergency Management**

Subgrantee: **Galveston County, Texas**

PROPERTY OWNER(s);
>>>>>

>>>>>

>>>>>

>>>>>

PROPERTY: >>>>>

NFIP Policy Number: >>>>> Repetitive Loss Number: >>>>>

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.

2. The HMGP grant program is a voluntary program.

3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.

4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

MITIGATION OFFER	**$ >>>>>**

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	$ >>>>>
Eligible Elevation Construction Costs	$ >>>>>
Subtotal	$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	$ >>>>>
MITIGATION OFFER	$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	$ >>>>>
GRANT FUNDED AMOUNT	$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PORPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERs additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

Name	Address	Notified
>>>>>	>>>>>	>>>>>

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

Homeowner Withdrawal Acknowledgment Form

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

☐ Financial concerns
☐ Personal/family circumstances
☐ Structural or site concerns
☐ Timeline/delays
☐ Other: _____

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Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

_____

Signature: _____ Date: _____

_____

For Official Use Only:

☐ Project removed from elevation roster
☐ Notified Engineering/Construction team
☐ Withdrawal documented in project file
☐ FEMA/TDEM notified

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD AREA

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner DOUG & JULIE MARKEE
Street Address 2127 E. WINN ST
City KEMAH, State TEXAS Zip Code 77565
Deed dated _____, Recorded _____
Tax map ABST 18 PAGE 9, block 11, parcel LOTS 1 & 2
Base Flood Elevation at the site is 8 FT. feet (NGVD).
Map Panel Number _____, effective date _____

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF _____

A _____ municipal corporation

By: _____
[Name, Title]

of the City/County of _____

& Douglas A Martin
Julie Ann Martin
[Name of Property Owner]

WITNESSED BY:

Vicky Graham 5-7-20
[Name of Witness]

[SEAL]
VICKY LEIGH GRAHAM
Notary ID # 131946553-1
My Commission Expires
March 26, 2023
Notary Public

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.

2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.

3. **FEMA Model Deed Restriction Acknowledgment** (Attachment): The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.

4. **Flood Insurance Requirement (NFIP)**: The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership

5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.

6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.

7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

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EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

July 17, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.tx.us

Re: Project review under Section 106 of the National Historic Preservation Act of 1966, Review of Elevation/Reconstruction of 50 Residences, Hazard Mitigation Grant Program, Galveston County, Texas (FEMA)

Dear Mr. Gentile,

Thank you for your correspondence, submitted via eTRAC on June 29, 2018, regarding the above-referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little, has completed its review of the material submitted. It is our understanding that Galveston County proposes to elevate or reconstruct 200 residences through the county; at present, 50 properties have been submitted for SHPO review. SHPO was provided with photographs of each of the 50 buildings, a spreadsheet with addresses and construction dates, and a map.

Based on the information submitted and application of federal criteria for historical designation, staff has determined that the following buildings are **not eligible** for listing in the National Register of Historic Places. Undertakings at these properties will have **no effect on historic resources** and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act:

1 Highland Drive, Hitchcock , TX 77563
10402 Jay Road, Hitchcock , TX 77563
1209 Esther Street, Kemah, TX 77565
1209 Shady Oak Lane, Dickinson, TX 77539
1211 Esther Street, Kemah, TX 77565
1212 Esther Street, Kemah, TX 77565
1215 Esther Street, Kemah, TX 77565
1216 Esther Street, Kemah, TX 77565
1317 Sunset Drive, Dickinson, TX 77539
16 Perthuis Farms Road, La Marque, TX 77568
202 Merry Way, Alvin, TX 77511
209 Old Bayou Drive, Dickinson, TX 77539
2101 Wimcrest Street, Galveston, TX 77551
2118 Cove Park Drive, League City, TX 77573
2124 59th Street, Galveston, TX 77551
2127 E Winn Street, League City, TX 77565
214 12th Street, San Leon, TX 77539
2150 Cove Park Drive, Kemah, TX 77565
2154 Cove Park Drive, League City, TX 77573
21914 Matagorda Drive, Galveston, TX 77554

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

23 Edgewater Drive, Hitchcock , TX 77563
2429 Avenue D , San Leon, TX 77539
2809 Avenue H , Dickinson, TX 77539
2817 Belmont Street, Dickinson, TX 77539
2819 Frostwood Circle, Dickinson, TX 77539
2922 Colonial Drive, Dickinson, TX 77539
2924 Colonial Drive, Dickinson, TX 77539
30 Lakeside Drive, Hitchcock , TX 77563
3122 Avenue H , Dickinson, TX 77539
3318 Maple Drive, Dickinson, TX 77539
3526 Elm Drive, Dickinson, TX 77539
3722 Bayou Circle, Dickinson, TX 77539
3919 Liggio Street, Dickinson, TX 77539
3951 Wagon Road, Dickinson, TX 77539
4210 Country Club Drive, Dickinson, TX 77539
4302 Edward Street, Texas City, TX 77591
4402 Edward Street, Texas City, TX 77591
4517 Bayou Bend, Drive, Dickinson, TX 77539
4524 Bayou Bend Drive, Dickinson, TX 77539
4607 East 28th Street, Dickinson, TX 77539
4927 Alamo Drive, Galveston, TX 77551
506 E. Shore Drive, Clear Lake Shores, TX 77565
518 Lakeside Drive, League City, TX 77565
618 Bel Road, Kemah, TX 77565
6810 Wayside Drive, Hitchcock , TX 77563
717 Narcissus Road, Clear Lake Shores, TX 77565
7621 2nd Street, Hitchcock , TX 77563
8001 Meadowbrook Drive, Hitchcock , TX 77563
920 4th Street, League City, TX 77573

4409 Avenue K is located within an area that is **eligible** for listing in the National Register of Historic Places as a historic district. Despite the noted construction date of 1975, this house appears to be of older construction and would be a contributing resource to the district. SHPO will need additional information to determine the effect of the undertaking on the historic building; please provide more specific information on what will take place at this property so that we may complete our review. Demolition would be considered an adverse effect and would require further consultation to resolve. Elevation would likely be found to have no adverse effect provided it is accomplished in a way that does not damage the integrity of the historic house.

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at kelly.little@thc.texas.gov or 202-717-7419.

Sincerely,

Kelly Little, Historian
For: Mark Wolfe, State Historic Preservation Officer

cc: Dorothy Cook, FEMA (via email)

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

Task	Duration Days	Status
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started

Docusign Envelope ID: 1621C2A3-FB5C-4D6B-84C9-E5DC879BA42C

EXHIBIT J
PROOF OF MEDICAL NEED

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*52.

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

Contract Approval Request Form

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

1) **Date of Request:** 8/5/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Betsy Thomas**
6) **Description: E107-25 Elevation Tri-Party 506 E. Shore Drive, Clear Lake Shores**

7) **PEID No: 723521**
8) **Req No: RFQ #B242004**
9) **Orgkey: 2890-299234**
10) **Object Code: 2481000**
11) **Vendor: Aron & Franklin Engineering, Inc.**
12) **Vendor Contract No: CM240194**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation Batch One**
14) **Fund #: 2890-299234**
15) **Current Year Budgeted: $500,000.00**
16) **Current Year Projected: $16,950.00-Less 25% match from Property Owner ($4,237.50)**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $12,712.50**

To Be Completed by Purchasing Department

22) **Contract Start Date: 9/30/2024**
23) **Auto Renewal Contract: No**
24) **Bid No: B242004**
25) **Contract End Date: 9/29/2026**
26) **Contract # Issued by Purchasing Department: 231603**

NOTES: **CM24094 contract executed in CC 09/30/2024 - Item 52 - HB1295 on file**

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	8/6/25 2:28 pm
2	Melissa Fleming	Approve	8/6/25 4:00 pm
3	Veronica Van Horn	Approve	8/6/25 5:18 pm
4	Diana Huallpa	Approve	8/7/25 9:22 am
5	Sergio Cruz	Approve	8/7/25 3:56 pm
6	Veronica Van Horn	Approve	8/7/25 5:14 pm

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

Galveston County – Grant Administration Department
TDEM-HMGP Contracts DR-4332-0025 and DR-4332-0239
Engineering Homeowner Payment

Date Payment received: 7/29/2025

Homeowner Name(s): Amanda Lynn Fenwick & Jay Fenwick
Project Address: 506 E Shore Dr., Clear Lake Shores, TX 77565
HMGP Project Number: E107-25
Payment Type: Cashier's Check
Check #: 1032633039
Amount: $4,237.50

Payment for Engineering Services from Aran & Franklin Engineering, Inc.

Design Fee: $4,500.00
High Elevation: $1,600.00
Inspections: $2,500.00
Technical Report: $3,800.00
Elevation Certificate: $1,200.00
Topographical Survey: $850.00
Final Survey: $500.00
Ground Penetrating Radar: $2,000.00
Total: $16,950.00
Federal Share (75%): $12,712.50
Homeowner (25%): $4,237.50

HMGP Elevation – Batch 1 2890-299237-4401050	HMGP Elevation – Batch 1 2890-299238-4401050

Received by County/Employee: Faisel Nofal

Date submitted to Treasurers Office: _____

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CHASE

[redacted] 25-3
440

Date 07/25/2025 Void after 1 year

Remitter: AMANDA LYNN FENWICK

Pay To The Order Of: GALVESTON COUNTY

Pay: FOUR THOUSAND TWO HUNDRED THIRTY SEVEN DOLLARS AND 50 CENTS $** 4,237.50 **

Do not write outside this box

Memo: _____

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Thomas W. Horne

Thomas W Horne, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

Security Features Details on Back

[redacted]

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

Nofal, Faisel

Sent: Tuesday, July 22, 2025 1:55 PM
To: amandafenwick.tx@gmail.com
Cc: Thomas, Elizabeth
Subject: 506 E Shore Dr., Clear Lake Shores, Tx 77565
Attachments: GALH-E107-25_ENGINEERING TRI-PARTY AGREEMENT.pdf

Dear Homeowner,

Galveston County is pleased to inform you that we are ready to sign the Engineering Tri- Party Contract. Attached here is the contract for your review. Upon your agreement to the terms please, contact me to set up an appointment to meet in my office for a signature. The contract is required you to bring **a cashier check with the a mount of four thousand two hundred thirty seven dollar and fifty cent ($4237.50). Please, write the check to Galveston County.**

I would appreciate it if I get an answer from you within a week.

Thank you for taking the time to read my email and looking forward to meet with you.

Respectfully,

County of Galveston

Faisel Nofal

Grant Coordinator II
Department Of Professional Services
(409) 766-2487
faisel.nofal@galvestoncountytx.gov
722 Moody Avenue, Galveston, Texas 77550

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Amanda Lynn Fenwick & Jay Fenwick (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER

All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

LOTS 1076, 1077, 1083, 1084, AND THE EAST 1/2 OF LOT 1075, AND THE SOUTH 1/2 OF LOT 1085, OF CLEAR LAKE SHORES, A SUBDIVISION OUT OF M. MULDOON 2 LEAGUE GRANT, IN GALVESTON COUNTY, TEXAS, ACCORDING SAID SUBDIVISION OF RECORD IN VOLUME 254, PAGE 92 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.
Parcel ID Number: 262000001076001

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Amanda Lynn Fenwick & Jay Fenwick

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

ENGINEER shall perform professional services associated with testing and engineering design for the structure located at 506 E Shore Dr., Clear Lake Shores, TX 77565, as described in EXHIBIT A – ENGINEER'S COST ESTIMATE.

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The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.
The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytx.gov

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s):	Amanda Lynn Fenwick & Jay Fenwick
Address:	506 E Shore Dr., Clear Lake Shores, Tx 77565
Phone:	713-376-2987 281-924-9660
Email:	amandafenwick.tx@gmail.com

AF
JF

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

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A. Acronyms. The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. Definitions. The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
   a. EXHIBIT A. ENGINEER'S COST ESTIMATE
   b. EXHIBIT B. Contract between the COUNTY and ENGINEER
   c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
   d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
   e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
   f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
   g. EXHIBIT G. TDEM-specific clauses
   h. EXHIBIT H. FEMA Record of Environmental Consideration
   i. EXHIBIT I. Sample Engineering and Construction Schedule
   j. EXHIBIT J. Proof of Medical Need
   k. EXHIBIT K. Conflict of Interest Disclosure

2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not**

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be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.

4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator**.

6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.

7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.

8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.

9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER**, and signed by **an authorized representative of the COUNTY**. The plans **must not include any design elements outside the scope of work approved in the grant agreement**.

10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:
    a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

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b. All field reports, inspection notes, and verification of engineered recommendations provided.

c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.

d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.

e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.

f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:

a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and

b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS

12. **IMPROVEMENTS** mean the structure and related improvements on the PROPERTY that are eligible for elevation under the HMGP grant program guidelines, as outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The HMGP grant program guidelines state elevation of a structure may consist of the following:
    a. Slab elevation.
    b. Slab separation and elevation.
    c. Pier and beam elevation.
    d. Piling and beam elevation.
    e. Demolition/Removal.
    f. Engineering Design.
    g. Construction, and/or
    h. Other required items as specified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.

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14. **MITIGATION OFFER** means the amount equal-to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER's acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.

16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.

18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OENER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.

19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.

20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.

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22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.

24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant**, with the **remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit) to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

1. Financial Summary:

ENGINEERING COST ESTIMATE	$ 16,950
COUNTY's Financial Responsibility (75%)	$ 12,712.50

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PROPERTY OWNER MATCH AMOUNT (25%)	$ 4,237.50

2. Payments from PROPERTY OWNER
   a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

A. **MATCH AMOUNT**: As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.

B. **REIMBURSEMENT**: If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.

C. **MAINTAIN NFIP INSURANCE: The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of $250,000.**

D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

> "This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

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PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM**: PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos		X	
Lead Paint		X	
Buried Lines	X	X	
Septic Systems		X	
Water Wells		X	
Bees		X	
Propane Tanks		X	
Sinkholes		X	
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

H. **MEDICAL NEEDS**: PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a

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permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need.

Person	Qualifying Disability	Physician's Written Certificate
>>>>> N/A	>>>>> N/A	>>>>> N/A

I. **NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation.NO EXTRAS: No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.

J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to

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do anything they wish on the land as long as it falls within the established easements and zoning laws.

2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

(a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or
(b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must

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return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER.In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. **STATE PROVISIONS: PROPERTY** OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.

C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND

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SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.

G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.

H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.

I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

J. **Latent Site Conditions:** Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing,

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or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.

K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.

L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.

M. **Conflict of Interest Disclosure**: The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.

N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.

B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
   a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
   b. The quality or timing of the elevation construction;
   c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;
   d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
   e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
   f. Removal of liens;
   g. Curing title defects;
   h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's

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actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:

(i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;

(ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or

(iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

a. Terminate this AGREEMENT on written notice to ENGINEER.
b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.
c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS,

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whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.

e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. **PROPERTY OWNER's Default**: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
   b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
   c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
   d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
   e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
      i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
      ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.
      iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
      iv. Pursue damages, injunctive, or equitable relief as permitted by law.

C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's

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mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Relationship of the parties to this AGREEMENT**: ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.

B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.

D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the

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subject matter of this AGREEMENT or the services or deliverables to be provided under it.

F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
   a. Any governmental or private authority having jurisdiction over the PROPERTY;
   b. Any insurance company carrying a policy pertaining to the PROPERTY;
   c. Any lender holding a lien or security interest against any part of the PROPERTY; or
   d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.

G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.

H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.

J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.

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L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.

M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and EXHIBIT G – TDEM Specific Clauses shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.

B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.

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C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.

D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.

E. **Continued Performance: Unless** otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.

F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

****The remainder of this page is intentionally left blank****

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This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)
(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

Amanda Fenwick
Signature of Property Owner

7/29/2025
Date

Signature of Property Owner

7-29-2025
Date

ENGINEER

DocuSigned by:
245D94BF30F7449...
Signature

8/4/2025
Date

Chandra Franklin Womack
Aran + Franklin Engineering Inc.
CEO/President
Printed Name and Title

COUNTY

Mark Henry, Galveston County Judge

Date

Dwight Sullivan, Galveston County Clerk

Date Attested

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EXHIBIT A
ENGINEER'S COST ESTIMATE

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EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

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State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECITALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

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The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

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

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

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

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

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of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is $500,000.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

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

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

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SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

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

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

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shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

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SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Aran & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

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14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

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14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

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

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By: _____
Mark Henry
County Judge

Date Signed: September 30, 2024

Attest: _____
Dwight D. Sullivan,
Galveston County Clerk

Aran Franklin Engineering, Inc.

By: _____
Chandra Franklin Womack
P.E.

Date Signed: 9-27-2024

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Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.

(855) 946-3364
(409) 935-5200
Info@AranFranklin.com
AranFranklin.com
8419 Emmett F Lowry Expy
Texas City, TX 77591

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Changes to scope after design drawings are approved will incur:

- CAD charges of $90/hr.
- Design at $90/hr.
- Structural at $125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - $4,500.00
- Large 1 story and all 2 story houses - $5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - $1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes $2,500.00
- Additional letters $100 each unless inspections are required
- Failed inspections - contractor will have to pay a $400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- $3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: $400.00 each (need preliminary, mid lift and final)
- Topographical Survey: $+/- $850.00 - +/- $1,600.00
- Final Survey: $500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- $2000.00 - $2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. $3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks

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EXHIBIT C
POWER OR ATORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE

(If Applicable)

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EXHIBIT D
DUTY TO INFORM

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

Duty to Inform

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____

Project Address: _____

HMGP Project Number: _____

Project #: _____

Date: _____

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	☐	☐	☐
Lead Paint	☐	☐	☐
Buried Lines	☐	☐	☐
Septic System	☐	☐	☐
Water Wells	☐	☐	☐
Bees	☐	☐	☐
Propane Tank	☐	☐	☐
Sinkholes	☐	☐	☐
Other (Specify):	☐		

Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

Signature: _____ Date: _____

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION (2012 EDITION) (FEMA FORM 086-0-33)

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077
Expires July 31, 2002

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME	For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.	Policy Number
CITY STATE ZIP CODE	Company NAIC Number

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.#####°) HORIZONTAL DATUM: |__| NAD 1927 |__| NAD 1983 SOURCE: |__| GPS (Type):_____ |__| USGS Quad Map |__| Other:_____

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
|__| FIS Profile |__| FIRM |__| Community Determined |__| Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: |__| NGVD 1929 |__| NAVD 1988 |__| Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? |__| Yes |__| No
Designation Date:_____

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: |__|Construction Drawings* |__|Building Under Construction* |__|Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____
Elevation reference mark used_____ Does the elevation reference mark used appear on the FIRM? |__| Yes |__| No

- ❑ a) Top of bottom floor (including basement or enclosure) _____ . ___ ft.(m)
- ❑ b) Top of next higher floor _____ . ___ ft.(m)
- ❑ c) Bottom of lowest horizontal structural member (V zones only) _____ . ___ ft.(m)
- ❑ d) Attached garage (top of slab) _____ . ___ ft.(m)
- ❑ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) _____ . ___ ft.(m)
- ❑ f) Lowest adjacent (finished) grade (LAG) _____ . ___ ft.(m)
- ❑ g) Highest adjacent (finished) grade (HAG) _____ . ___ ft.(m)
- ❑ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade _____
- ❑ i) Total area of all permanent openings (flood vents) in C3.h _____ sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME LICENSE NUMBER

TITLE COMPANY NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

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IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.			Policy Number
CITY	STATE	ZIP CODE	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

|__| Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is |__|__| ft.(m) |__|__|in.(cm) |__| above or |__| below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is |__|__| ft.(m) |__|__|in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? |__| Yes |__| No |__| Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS | CITY | STATE | ZIP CODE

SIGNATURE | DATE | TELEPHONE

COMMENTS

|__| Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. |__| The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. |__| A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. |__| The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: |__| New Construction |__| Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ . ___ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ . ___ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME | TITLE

COMMUNITY NAME | TELEPHONE

SIGNATURE | DATE

COMMENTS

|__| Check here if attachments

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EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER

S A M P L E

State Grantee: **Texas Division of Emergency Management**

Subgrantee: **Galveston County, Texas**

PROPERTY OWNER(s);
Amanda Lynn Fenwick

Jay Fenwick

PROPERTY: 506 E Shore Dr., Clear Lake Shores, TX 77565

NFIP Policy Number: 051658220F Repetitive Loss Number:

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.

2. The HMGP grant program is a voluntary program.

3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.

4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

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MITIGATION OFFER	**$ >>>>>**

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	$ >>>>>
Eligible Elevation Construction Costs	$ >>>>>
Subtotal	$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	$ >>>>>
MITIGATION OFFER	$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	$ >>>>>
GRANT FUNDED AMOUNT	$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PORPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERs additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.

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PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

Name	Address	Notified
Amanda Lynn Fenwick	506 E Shore Dr., Clear Lake Shores, TX 77565	
Jay Fenwick	506 E Shore Dr., Clear Lake Shores, TX 77565	

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Homeowner Withdrawal Acknowledgment Form

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

☐ Financial concerns
☐ Personal/family circumstances
☐ Structural or site concerns
☐ Timeline/delays
☐ Other: _____

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Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

_____

Signature: _____ Date: _____

_____

For Official Use Only:

☐ Project removed from elevation roster
☐ Notified Engineering/Construction team
☐ Withdrawal documented in project file
☐ FEMA/TDEM notified

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ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD AREA

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Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner Jay and Amanda Fenwick
Street Address 506 E. Shore Dr.
City Clear Lake Shores, State TX Zip Code 77565
Deed dated 9-3-2008, Recorded Vol 254, page 92 - Galveston Co.
Tax map ____, block ____, parcel 2620000010760001
Base Flood Elevation at the site is 8.2 ft. feet (NGVD).
Map Panel Number 4854610001, effective date 4-4-1983

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

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records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF _ _____

A _____ municipal corporation

By: _____
[Name, Title]

of the City/County of _____

&

Amanda Fenwick
[Name of Property Owner]

WITNESSED BY:

Christy Stroup
[Name of Witness]

[SEAL]

Notary Public

CHRISTY STROUP
Notary Public, State of Texas
Comm. Expires 03-19-2021
Notary ID 123973307

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EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.

2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.

3. **FEMA Model Deed Restriction Acknowledgment** (Attachment): The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.

4. **Flood Insurance Requirement (NFIP)**: The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership

5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.

6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.

7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

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EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

July 17, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.tx.us

Re: *Project review under Section 106 of the National Historic Preservation Act of 1966, Review of Elevation/Reconstruction of 50 Residences, Hazard Mitigation Grant Program, Galveston County, Texas (FEMA)*

Dear Mr. Gentile,

Thank you for your correspondence, submitted via eTRAC on June 29, 2018, regarding the above-referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little, has completed its review of the material submitted. It is our understanding that Galveston County proposes to elevate or reconstruct 200 residences through the county; at present, 50 properties have been submitted for SHPO review. SHPO was provided with photographs of each of the 50 buildings, a spreadsheet with addresses and construction dates, and a map.

Based on the information submitted and application of federal criteria for historical designation, staff has determined that the following buildings are **not eligible** for listing in the National Register of Historic Places. Undertakings at these properties will have **no effect on historic resources** and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act:

1 Highland Drive, Hitchcock , TX 77563
10402 Jay Road, Hitchcock , TX 77563
1209 Esther Street, Kemah, TX 77565
1209 Shady Oak Lane, Dickinson, TX 77539
1211 Esther Street, Kemah, TX 77565
1212 Esther Street, Kemah, TX 77565
1215 Esther Street, Kemah, TX 77565
1216 Esther Street, Kemah, TX 77565
1317 Sunset Drive, Dickinson, TX 77539
16 Perthuis Farms Road, La Marque, TX 77568
202 Merry Way, Alvin, TX 77511
209 Old Bayou Drive, Dickinson, TX 77539
2101 Wimcrest Street, Galveston, TX 77551
2118 Cove Park Drive, League City, TX 77573
2124 59th Street, Galveston, TX 77551
2127 E Winn Street, League City, TX 77565
214 12th Street, San Leon, TX 77539
2150 Cove Park Drive, Kemah, TX 77565
2154 Cove Park Drive, League City, TX 77573
21914 Matagorda Drive, Galveston, TX 77554

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23 Edgewater Drive, Hitchcock , TX 77563
2429 Avenue D , San Leon, TX 77539
2809 Avenue H , Dickinson, TX 77539
2817 Belmont Street, Dickinson, TX 77539
2819 Frostwood Circle, Dickinson, TX 77539
2922 Colonial Drive, Dickinson, TX 77539
2924 Colonial Drive, Dickinson, TX 77539
30 Lakeside Drive, Hitchcock , TX 77563
3122 Avenue H , Dickinson, TX 77539
3318 Maple Drive, Dickinson, TX 77539
3526 Elm Drive, Dickinson, TX 77539
3722 Bayou Circle, Dickinson, TX 77539
3919 Liggio Street, Dickinson, TX 77539
3951 Wagon Road, Dickinson, TX 77539
4210 Country Club Drive, Dickinson, TX 77539
4302 Edward Street, Texas City, TX 77591
4402 Edward Street, Texas City, TX 77591
4517 Bayou Bend, Drive, Dickinson, TX 77539
4524 Bayou Bend Drive, Dickinson, TX 77539
4607 East 28th Street, Dickinson, TX 77539
4927 Alamo Drive, Galveston, TX 77551
506 E. Shore Drive, Clear Lake Shores, TX 77565
518 Lakeside Drive, League City, TX 77565
618 Bel Road, Kemah, TX 77565
6810 Wayside Drive, Hitchcock , TX 77563
717 Narcissus Road, Clear Lake Shores, TX 77565
7621 2nd Street, Hitchcock , TX 77563
8001 Meadowbrook Drive, Hitchcock , TX 77563
920 4th Street, League City, TX 77573

4409 Avenue K is located within an area that is **eligible** for listing in the National Register of Historic Places as a historic district. Despite the noted construction date of 1975, this house appears to be of older construction and would be a contributing resource to the district. SHPO will need additional information to determine the effect of the undertaking on the historic building; please provide more specific information on what will take place at this property so that we may complete our review. Demolition would be considered an adverse effect and would require further consultation to resolve. Elevation would likely be found to have no adverse effect provided it is accomplished in a way that does not damage the integrity of the historic house.

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at kelly.little@thc.texas.gov or 202-717-7419.

Sincerely,

Kelly Little, Historian
For: Mark Wolfe, State Historic Preservation Officer

cc: Dorothy Cook, FEMA (via email)

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EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

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Task	Duration Days	Status
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started

Docusign Envelope ID: B6058664-18B9-47DD-8D6C-5C7883990C56

EXHIBIT J
PROOF OF MEDICAL NEED

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*53.

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:** 7/28/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Betsy Thomas**
6) **Description: Home Elevation engineering contract for 910 Vivian Street in Kemah.**

7) **PEID No: 723521**
8) **Req No: RFQ #B242004**
9) **Orgkey: 2890-299234**
10) **Object Code: 2481000**
11) **Vendor: Aron & Franklin Engineering, Inc.**
12) **Vendor Contract No: CM240194**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation Batch One**
14) **Fund #: 2890-299234**
15) **Current Year Budgeted: $500,000.00**
16) **Current Year Projected: $17,200.00 - Less 25% Match from Property owner ($4,300)**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $12,900.00**

To Be Completed by Purchasing Department

22) **Contract Start Date: 9/30/2024**
23) **Auto Renewal Contract: No**
24) **Bid No: B242004**
25) **Contract End Date: 9/29/2026**
26) **Contract # Issued by Purchasing Department: 231603**

NOTES: **CM24094 contract executed in CC 09/30/2024 - Item 52 - HB1295 on file**

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	8/6/25 2:06 pm
2	Melissa Fleming	Approve	8/6/25 4:16 pm
3	Veronica Van Horn	Approve	8/6/25 5:19 pm
4	Diana Huallpa	Approve	8/7/25 9:21 am
5	Sergio Cruz	Approve	8/7/25 3:57 pm
6	Veronica Van Horn	Approve	8/8/25 12:20 pm

Galveston County - Grant Administration Department

TDEM HMGP Contracts DR-4332-0025 and DR-4332-0239

Date Payment received: 7/25/2025

Payment received in person: - Yes

Homeowner Name: Jonathan Joel Loya and Sarah Renee Loya

Address: E112-910 Vivian St., Kemah, Tx 77565

Payment Type

Check # 9457534519

Amount: $4,300

Payment for DR 4332- 239-E112

910 Vivian St., Kemah, 77565

Engineering Cost

Homeowner 25% cost

Grant Funds 75%

Code payment to account as follows:

HMGP Elevation-Batch 1

2890-299237-4401050 (Participant Expenses Contribution)

HMGP Elevation Batch 3

2890-299238-4401050 (Participant Expense Contribution)

Received by County Employee: Faisel Nofal

Signature:----------

Date: - 7/25/2025

Date submitted to Treasurer's Office

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CHASE

9457534519 25-3/440

Date 07/25/2025 Void after 1 year

Remitter: JONATHAN J LOYA/SARAH R LOYA

Pay To The Order Of: GALVESTON COUNTY

Pay: FOUR THOUSAND THREE HUNDRED DOLLARS AND 00 CENTS $** 4,300.00 **

Drawer: JPMORGAN CHASE BANK, N.A.

Do not write outside this box

Memo: DR 4332-239 910 VIVIAN ST KEMAH, TX 77565

Note: For information only. Comment has no effect on bank's payment

Thomas W Horne

Thomas W Horne, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

[redacted]

Nofal, Faisel

From: Nofal, Faisel
Sent: Monday, July 21, 2025 2:31 PM
To: 'jloya23@yahoo.com'
Cc: Thomas, Elizabeth
Subject: 910 Vivian St., Kemah, Tx 77565
Attachments: GALH-E112-239_ENGINEERING TRI-PARTY AGREEMENT.pdf

Dear Homeowner,

Galveston County is pleased to inform you that we are ready to sign the Engineering Tri- Party Contract. Attached here is the contract for your review. Upon your agreement to the terms please, contact me to set up an appointment to meet in my office for a signature. The contract is required you to bring **a cashier check with the a mount of four thousand three hundred dollar and zero cent ($4300.00)**.

I would appreciate it if I get an answer from you within a week.

Thank you for taking the time to read my email and looking forward to meet with you.

Respectfully,

County of Galveston

Faisel Nofal
Grant Coordinator II
Department Of Professional Services
(409) 766-2497
faisel.nofal@galvestoncountytx.gov
722 Moody Avenue, Galveston, Texas 77550

TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Jonathan Joel Loya and Sarah Renee Loya, (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER
All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

PART OF LOTS 37 & 38 OF LAGUNA VISTA ESTATES, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 5, PAGE 4, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 37, LAGUNA VISTA ESTATES, GALVESTON COUNTY, TEXAS; THENCE NORTH 14 DEG. 46 MIN. WEST A DISTANCE OF 43.92 FEET TO A POINT FOR CORNER: THENCE NORTH 73 DEG. 07 MIN. EAST A DISTANCE OF 116.63 FEBT TO A POINT FOR CORNER IN THE EAST LINE OF LOT 381; THENCE SOUTH 16 DEG. 51 MIN. BAST ALONG THE EAST LINE OF LOTS 38 AND 37 A DISTANCE OF 92.0 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 37:
THENCE NORTE B4 DEG. 54 MIN. WEST A DISTANCE OF 128.55 FEET TO THE PLACE OF BEGINNING.

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Jonathan Joel Loya and Sarah Renee Loya,

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

ENGINEER shall perform professional services associated with testing and engineering design for the structure located at **910 Vivian St., Kemah, Tx 77565**, as described in EXHIBIT A – ENGINEER'S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.
The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytx.gov

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s): Jonathan Joel Loya and Sarah Renee Loya
Address: 910 Vivian St., Kemah, Tx 77565
Phone: ~~970-443-0506~~ 970-227-6341 (J)
Email: jloya23@yahoo.com 970-443-0507 (S)

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. Definitions. The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
   a. EXHIBIT A. ENGINEER'S COST ESTIMATE
   b. EXHIBIT B. Contract between the COUNTY and ENGINEER
   c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
   d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
   e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
   f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
   g. EXHIBIT G. TDEM-specific clauses
   h. EXHIBIT H. FEMA Record of Environmental Consideration

i. EXHIBIT I. Sample Engineering and Construction Schedule
j. EXHIBIT J. Proof of Medical Need
k. EXHIBIT K. Conflict of Interest Disclosure

2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.**

4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator**.

6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.

7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.

8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.

9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER**, and signed by **an authorized**

representative of the COUNTY. The plans **must not include any design elements outside the scope of work approved in the grant agreement**.

10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:
    a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

    b. All field reports, inspection notes, and verification of engineered recommendations provided.

    c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.

    d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.

    e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.

    f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:

    a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and

    b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS

12. **IMPROVEMENTS** mean the structure and related improvements on the PROPERTY that are eligible for elevation under the HMGP grant program guidelines, as outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The HMGP grant program guidelines state elevation of a structure may consist of the following:
    a. Slab elevation.
    b. Slab separation and elevation.

c. Pier and beam elevation.
d. Piling and beam elevation.
e. Demolition/Removal.
f. Engineering Design.
g. Construction, and/or
h. Other required items as specified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.

14. **MITIGATION OFFER** means the amount equal-to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER's acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.

16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.

18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OENER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.

19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered

into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.

20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.

22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.

24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant**, with the **remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit)

to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

1. Financial Summary:

ENGINEERING COST ESTIMATE	$ 17,200.00
COUNTY's Financial Responsibility (75%)	$ 12,900.00
PROPERTY OWNER MATCH AMOUNT (25%)	$ 4,300.00

2. Payments from PROPERTY OWNER
   a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

A. **MATCH AMOUNT**: As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.

B. **REIMBURSEMENT**: If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.

C. **MAINTAIN NFIP INSURANCE: The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of $250,000.**

D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

"This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM**: PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos	>>>>>		
Lead Paint			
Buried Lines			
Septic Systems			
Water Wells			
Bees			

Propane Tanks			
Sinkholes			
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

H. **MEDICAL NEEDS**: PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need.

Person	Qualifying Disability	Physician's Written Certificate
>>>>> N/A	>>>>> N/A	>>>>> N/A

I. **NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation.NO EXTRAS: No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.

J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any

lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

(a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or (b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER.In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. **STATE PROVISIONS: PROPERTY** OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall

be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.

C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.

G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.

H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification

in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.

I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

J. Latent Site Conditions: Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.

K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.

L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.

M. **Conflict of Interest Disclosure**: The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.

N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.

B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
   a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
   b. The quality or timing of the elevation construction;
   c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;

d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
f. Removal of liens;
g. Curing title defects;
h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   (i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;
   (ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or
   (iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

a. Terminate this AGREEMENT on written notice to ENGINEER.
b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.
c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. **PROPERTY OWNER's Default**: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
   b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
   c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
   d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
   e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
      i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
      ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or

incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.

iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.

iv. Pursue damages, injunctive, or equitable relief as permitted by law.

C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Relationship of the parties to this AGREEMENT**: ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.

B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.

D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether

actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter of this AGREEMENT or the services or deliverables to be provided under it.

F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
   a. Any governmental or private authority having jurisdiction over the PROPERTY;
   b. Any insurance company carrying a policy pertaining to the PROPERTY;
   c. Any lender holding a lien or security interest against any part of the PROPERTY; or
   d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.

G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.

H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.

J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers,

internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.

L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.

M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and EXHIBIT G – TDEM Specific Clauses shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.

B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.

C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.

D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.

E. **Continued Performance: Unless** otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.

F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

****The remainder of this page is intentionally left blank****

This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)
(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

Signature of Property Owner — Date: 07-25-2025

Signature of Property Owner — Date: 7-25-2025

ENGINEER

DocuSigned by:
245D84BF36F7419...
Signature Chandra Franklin Womack — Date: 7/25/2025

Aran + Franklin Engineering Inc.
CEO/President
Printed Name and Title

COUNTY

Mark Henry, Galveston County Judge — Date

Dwight Sullivan, Galveston County Clerk — Date Attested

EXHIBIT A
ENGINEER'S COST ESTIMATE

EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECITALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

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

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

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

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **$500,000.00** including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

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

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

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

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Arun & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

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

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By: _____
Mark Henry
County Judge

Date Signed: September 30, 2024

Aran Franklin Engineering, Inc.

By: _____
Chandra Franklin Womack
P.E.

Date Signed: 9-27-2024

Attest: _____
Dwight D. Sullivan,
Galveston County Clerk

Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.

(855) 946-3364
(409) 935-8200
Info@AranFranklin.com
AranFranklin.com
8419 Emmett F Lowry Expy
Texas City, TX 77591

Changes to scope after design drawings are approved will incur:

- CAD charges of $90/hr.
- Design at $90/hr.
- Structural at $125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - $4,500.00
- Large 1 story and all 2 story houses - $5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - $1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes $2,500.00
- Additional letters $100 each unless inspections are required
- Failed inspections - contractor will have to pay a $400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- $3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: $400.00 each (need preliminary, mid lift and final)
- Topographical Survey: $ +/- $850.00 - +/- $1,600.00
- Final Survey: $500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- $2000.00 - $2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. $3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks

EXHIBIT C
POWER OR ATORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE

(If Applicable)

EXHIBIT D
DUTY TO INFORM

EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION
(2012 EDITION) (FEMA FORM 086-0-33)

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

O.M.B. No. 3067-0077
Expires July 31, 2002

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME	For Insurance Company Use:
	Policy Number
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.	Company NAIC Number
CITY STATE ZIP CODE	

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.#####°) HORIZONTAL DATUM: |__| NAD 1927 |__| NAD 1983 SOURCE: |__| GPS (Type):_____ |__| USGS Quad Map |__| Other:_____

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
|__| FIS Profile |__| FIRM |__| Community Determined |__| Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: |__| NGVD 1929 |__| NAVD 1988 |__| Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? |__| Yes |__| No
Designation Date:_____

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: |__|Construction Drawings* |__|Building Under Construction* |__|Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____
Elevation reference mark used_____ Does the elevation reference mark used appear on the FIRM? |__| Yes |__| No

- ❑ a) Top of bottom floor (including basement or enclosure) _____ . ___ ft.(m)
- ❑ b) Top of next higher floor _____ . ___ ft.(m)
- ❑ c) Bottom of lowest horizontal structural member (V zones only) _____ . ___ ft.(m)
- ❑ d) Attached garage (top of slab) _____ . ___ ft.(m)
- ❑ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) _____ . ___ ft.(m)
- ❑ f) Lowest adjacent (finished) grade (LAG) _____ . ___ ft.(m)
- ❑ g) Highest adjacent (finished) grade (HAG) _____ . ___ ft.(m)
- ❑ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade _____
- ❑ i) Total area of all permanent openings (flood vents) in C3.h _____ sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME LICENSE NUMBER

TITLE COMPANY NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

IMPORTANT: In these spaces, copy the corresponding information from Section A.	For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.	Policy Number
CITY STATE ZIP CODE	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

|__| Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is |__|__| ft.(m) |__|__|in.(cm) |__| above or |__| below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is |__|__| ft.(m) |__|__|in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? |__| Yes |__| No |__| Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS CITY STATE ZIP CODE

SIGNATURE DATE TELEPHONE

COMMENTS

|__| Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. |__| The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. |__| A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. |__| The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: |__| New Construction |__| Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ . ___ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ . ___ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME TITLE

COMMUNITY NAME TELEPHONE

SIGNATURE DATE

COMMENTS

|__| Check here if attachments

EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER

SAMPLE

State Grantee: **Texas Division of Emergency Management**

Subgrantee: **Galveston County, Texas**

PROPERTY OWNER(s);
>>>>>

>>>>>

>>>>>

>>>>>

PROPERTY: >>>>>

NFIP Policy Number: >>>>> Repetitive Loss Number: >>>>>

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.

2. The HMGP grant program is a voluntary program.

3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.

4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

MITIGATION OFFER	**$ >>>>>**

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	$ >>>>>
Eligible Elevation Construction Costs	$ >>>>>
Subtotal	$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	$ >>>>>
MITIGATION OFFER	$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	$ >>>>>
GRANT FUNDED AMOUNT	$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PORPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERs additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.

Homeowner Withdrawal Acknowledgment Form

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

☐ Financial concerns
☐ Personal/family circumstances
☐ Structural or site concerns
☐ Timeline/delays
☐ Other: _____

Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

_____

Signature: _____ Date: _____

_____

For Official Use Only:

☐ Project removed from elevation roster
☐ Notified Engineering/Construction team
☐ Withdrawal documented in project file
☐ FEMA/TDEM notified

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

Name	Address	Notified
>>>>>	>>>>>	>>>>>

ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD AREA

Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner Jonathan Joel & Sarah-Rene Loya
Street Address 910 Vivian St.
City Kemah, State TX Zip Code 77565
Deed dated 8-16-2017, Recorded 8-16-2017
Tax map _____, block _____, parcel _____ ← see attached
Base Flood Elevation at the site is 14' feet (NGVD).
Map Panel Number 48167C0041G, effective date 8/15/2019

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF _____

A _____ municipal corporation

By: _____
[Name, Title]

of the City/County of _____

& JONATHAN LOYA SARAH LOYA

[Name of Property Owner]

WITNESSED BY:

[Name of Witness]

[SEAL]

Notary Public

RYAN LEE HORNER
Notary Public, State of Texas
My Commission Expires 5/23/2022
ID# 13157991-4

EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.

2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.

3. **FEMA Model Deed Restriction Acknowledgment** (Attachment): The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.

4. **Flood Insurance Requirement (NFIP)**: The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership

5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.

6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.

7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

TEXAS HISTORICAL COMMISSION
real places telling real stories

November 6, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.t x.us

Re: Project review under Section 106 of the National Historic Preservation Act of 1966, Galveston County Elevation/ Reconstruction Projects; FEMA Hazard Mitigation Grant Program (THC #201901492)

Dear Mr. Gentile,

Thank you for your correspondence regarding the above referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little and Mark Denton, has completed its review of the material submitted, received via eTRAC on October 24, 2018. It is our understanding that Hays County has submitted an application for FEMA Hazard Mitigation Grant Program funding to elevate or reconstruct 61 residences throughout Galveston County. Based on the information submitted and application of federal criteria for historical designation, staff has determined that the houses at 1106 33RD STREET, GALVESTON, TX 77550 and 1117 31ST STREET, GALVESTON, TX 77550 are ELIGIBLE for listing in the National Register of Historic Places as contributing resources to potential historic districts. Additional consultation between Galveston County, FEMA, and the SHPO will be necessary to determine the effect of the undertakings at these two locations; please provide additional information detailing what is proposed. SHPO strongly encourages retaining and elevating the historic buildings in a way that is in keeping with The Secretary of the Interior's Standads for the Treatment of Historic Properties rather than reconstruction. The other 59 properties submitted for review are NOT ELIGIBLE for listing in the National Register; no historic properties will be affected by undertakings at those locations and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act:

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at 202-445-8254 or Mark Denton at 202-717-7365.

Sincerely,

Kelly Little, Historian
For: Mark Wolfe, State Historic Preservation Officer

EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

Task	Duration Days	Status
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started

EXHIBIT J
PROOF OF MEDICAL NEED

Duty to Inform

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): Jonathan and Sarah Loya
Project Address: 910 Vivian Street Kemah
HMGP Project Number: DR 4332 - 239
Project #: _____
Date: 07-25-2025

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	☐	☐	☑
Lead Paint	☐	☐	☑
Buried Lines	☐	☐	☑
Septic System	☐	☐	☑
Water Wells	☐	☐	☑
Bees	☐	☐	☑
Propane Tank	☐	☐	☑
Sinkholes	☐	☐	☑
Other (Specify):	☐		

Homeowner Signature(s):

_____ Date: 07-25-2025

_____ Date: 07-25-2025

County Representative Name & Title:

Signature: _____ Date: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*54.

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

Contract Approval Request Form

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

1) **Date of Request:** 8/6/2025
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Betsy Thomas**
6) **Description: Elevation of home at 7128 Avenue Q1/2, Galveston 4332-0239-E140**

7) **PEID No: 723521**
8) **Req No: RFQ #B242004**
9) **Orgkey: 2890-299234**
10) **Object Code: 2481000**
11) **Vendor: Aron & Franklin Engineering, Inc.**
12) **Vendor Contract No: CM24094**

Expenditure Budget/Revenue Projections

13) **Fund Name: HMGP Elevation Batch Three**
14) **Fund #: 2890-299234**
15) **Current Year Budgeted: $500,000.00**
16) **Current Year Projected: $16,950.00-Less 25% match from property owner ($4,237.50)**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $12,712.50**

To Be Completed by Purchasing Department

22) **Contract Start Date: 9/30/2024**
23) **Auto Renewal Contract: No**
24) **Bid No: B242004**
25) **Contract End Date: 9/29/2026**
26) **Contract # Issued by Purchasing Department: 231603**

NOTES: **CM24094 contract executed in CC 09/30/2024 - Item 52 - HB1295 on file**

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	8/6/25 2:04 pm
2	Melissa Fleming	Approve	8/6/25 4:21 pm
3	Veronica Van Horn	Approve	8/6/25 5:19 pm
4	Diana Huallpa	Approve	8/7/25 9:16 am
5	Sergio Cruz	Approve	8/7/25 3:56 pm
6	Veronica Van Horn	Approve	8/8/25 12:15 pm

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Galveston County – Grant Administration Department
TDEM-HMGP Contracts DR-4332-0025 and DR-4332-0239
Engineering Homeowner Payment

Date Payment received: 8/6/2025

Homeowner Name(s): Israel Antonio Magana and Nely Roxana Magana
Project Address: 7128 Avenue Q 1/2, Galveston, TX 77551
HMGP Project Number: E140-239
Payment Type: Casheir Check

Check #: 6374702253

Amount: $ 4237.50

Payment for Engineering Services from Aran & Franklin Engineering, Inc.

Design Fee: $ 4500.00

High Elevation: $ 1600.00

Inspections: $ 2500.00

Technical Report: $ 3800.00

Elevation Certificate: $ 1200.00

Topographical Survey: $ 850.00

Final Survey: $ 500.00

Ground Penetrating Radar: $ 2000.00

Total: $ 16,950.00

Federal Share (75%): $ 12,712.50

Homeowner (25%): $ 4237.50

HMGP Elevation – Batch 1 2890-299237-4401050	HMGP Elevation – Batch 3 2890-299238-4401050 E140-239

Received by County/Employee: Faisel Nofal

Date submitted to Treasurers Office:

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BANK OF AMERICA

Cashier's Check

No. 6374702253

Notice to Purchaser: In the event that this check is lost, misplaced, or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days

Void After 90 Days

30-7/1140

NTX

Date 08/03/23 09:14:36 AM

WEST GALVESTON

715 0000450 003

Pay BANK OF AMERICA FOUR TWO THREE SEVEN FIVE ZERO

$4,237.50

Four Thousand Two Hundred Thirty Seven and 50/100 Dollars

To The Order Of GALVESTON COUNTY

Remitter (Purchased By): NELY ROXANA MARTINEZ DE MAGANA

Bank of America, N.A.
SAN ANTONIO,TX

AUTHORIZED SIGNATURE

[redacted]

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

Nofal, Faisel

To: ismagana1986@gmail.com
Cc: Thomas, Elizabeth
Subject: 7128 Avenue Q 1/2 , Galveston, TX 77551✓

E 140

Dear Homeowner,

Galveston County is pleased to inform you that we are ready to sign the Engineering Tri- Party Contract. Attached here is the contract for your review. Upon your agreement to the terms please, contact me to set up an appointment to meet in my office for a signature. The contract is required you to bring **a cashier check with the a mount of four thousand two hundred thirty seven dollar and fifty cent ($4237.50)**.

I would appreciate it if I get an answer from you within a week.

Thank you for taking the time to read my email and looking forward to meet with you.

Respectfully,

County of Galveston

Faisel Nofal

Grant Coordinator II
Department Of Professional Services
(409) 786-1493
faisel.nofal@galvestoncountytx.gov
722 Moody Avenue, Galveston, Texas 77550

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TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Israel Antonio Magana and Nely Roxana Magana, (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER
All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

Lot One (1) and the West 5 feet of Lot Three (3), of Jones Garden Homes, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 707, Page 56 and transferred to Plat Record 12, Map No. 58 in the Office of the County Clerk of Galveston County, Texas.

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Israel Antonio Magana and Nely Roxana Magana

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

I.A.M

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ENGINEER shall perform professional services associated with testing and engineering design for the structure located at **7128 Avenue Q ½, Galveston, Tx 77551**, as described in EXHIBIT A – ENGINEER'S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY's Purchasing Agent.
The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY's contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytx.gov

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s):	Israel Anthonio Magana and Nely Roxana Magana
Address:	7128 Avenue Q 1/2 , Galveston, TX 77551
Phone:	409-502-9847 409-939-9364
Email:	ismagana1986@gmail.com

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER'S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER's wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the

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PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. Definitions. The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
   a. EXHIBIT A. ENGINEER'S COST ESTIMATE
   b. EXHIBIT B. Contract between the COUNTY and ENGINEER
   c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
   d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
   e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
   f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
   g. EXHIBIT G. TDEM-specific clauses
   h. EXHIBIT H. FEMA Record of Environmental Consideration
   i. EXHIBIT I. Sample Engineering and Construction Schedule
   j. EXHIBIT J. Proof of Medical Need
   k. EXHIBIT K. Conflict of Interest Disclosure

2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

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3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which **marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.**

4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.

5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, **serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator.**

6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.

7. **ENGINEERING COST ESTIMATE** means the **projected amount** from the ENGINEER to inspect, assess, test, and **design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** for the PROPERTY.

8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; 2) notification of violating facilities pursuant to Executive Order 11738; 3) protection of wetlands pursuant to Executive Order 11990; 4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 et seq; 5) the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. Seq.; 6) Environmental Protection Agency regulations, 40 CFR, Part 50, as amended; 7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and 8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), as applicable to engineering-related assessments and documentation under this AGREEMENT.

9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, **sealed by the licensed ENGINEER,** and signed by **an authorized representative of the COUNTY.** The plans **must not include any design elements outside the scope of work approved in the grant agreement.**

10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work

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approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:

a. Engineering deliverables outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

b. All field reports, inspection notes, and verification of engineered recommendations provided.

c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.

d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.

e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT E) will be provided post-construction.

f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. **FULL ELEVATION CONTRACT AMOUNT** means the total amount for both phases:

a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and

b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS

12. **IMPROVEMENTS** mean the structure and related improvements on the PROPERTY that are eligible for elevation under the HMGP grant program guidelines, as outlined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The HMGP grant program guidelines state elevation of a structure may consist of the following:
    a. Slab elevation.
    b. Slab separation and elevation.
    c. Pier and beam elevation.
    d. Piling and beam elevation.
    e. Demolition/Removal.
    f. Engineering Design.
    g. Construction, and/or
    h. Other required items as specified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

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13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.

14. **MITIGATION OFFER** means the amount equal-to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER's acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.

16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.

18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OENER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver's license, homestead exemption and/or like documents.

19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.

20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

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21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.

22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.

24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant**, with the **remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.

25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit) to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

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1. Financial Summary:

ENGINEERING COST ESTIMATE	$ 16,950.00
COUNTY's Financial Responsibility (75%)	$ 12,712.50
PROPERTY OWNER MATCH AMOUNT (25%)	$ 4,237.50

2. Payments from PROPERTY OWNER
   a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

A. **MATCH AMOUNT**: As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.

B. **REIMBURSEMENT**: If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.

C. **MAINTAIN NFIP INSURANCE: The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of $250,000.**

D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

> "This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order."

I.A.M.
N.R.M

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Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

E. **TAXES**: PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:

1. Be paid in full and current,
2. Be under a formal deferral, or
3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

F. **COOPERATION**: PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICAITONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

G. **DUTY TO INFORM**: PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos			✓
Lead Paint		✓	
Buried Lines	✓		
Septic Systems		✓	
Water Wells	✓		
Bees		✓	
Propane Tanks		✓	
Sinkholes			✓
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

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H. **MEDICAL NEEDS:** PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERT OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need.

Person	Qualifying Disability	Physician's Written Certificate
>>>>>	>>>>> NO	>>>>>

I. **NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation.NO EXTRAS: No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.

J. **PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

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K. **PROPERTY OWNER'S REPRESENTATIONS:** PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. **ASSIGNMENTS:** PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

(a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or
(b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

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M. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER.In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. **INDEMNITY:** To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. **STATE PROVISIONS: PROPERTY** OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

A. **Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. **No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.

C. **Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER

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shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.

G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.

H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.

I. **Assignment:** ENGINEER shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a

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material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

J. **Latent Site Conditions:** Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.

K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.

L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.

M. **Conflict of Interest Disclosure**: The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.

N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.

B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
   a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
   b. The quality or timing of the elevation construction;
   c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;
   d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
   e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
   f. Removal of liens;
   g. Curing title defects;

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h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. **Actions Do Not Create Duty:** The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. **Limitation of Warranties:** To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. **ENGINEER Default:** ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:

(i) ENGINEER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure;

(ii) ENGINEER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or

(iii) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER's default, Galveston County shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:

a. Terminate this AGREEMENT on written notice to ENGINEER.
b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.

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c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY's waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. **PROPERTY OWNER's Default**: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:
   a. PROPERTY OWNER fails to perform the terms of this AGREEMENT, and such failure continues for three (3) business days after delivery of written notice of the failure.
   b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
   c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
   d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
   e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions at its sole discretion:
      i. Terminate this AGREEMENT upon written notice to the PROPERTY OWNER.
      ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.
      iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
      iv. Pursue damages, injunctive, or equitable relief as permitted by law.

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C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Relationship of the parties to this AGREEMENT**: ENGINEER is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the parties, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.

B. **Immunity Retained:** The parties to this AGREEMENT agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.

D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

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E. **Entirety of Agreement:** This AGREEMENT contains the entire agreement and understanding among the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter of this AGREEMENT or the services or deliverables to be provided under it.

F. **Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:

   a. Any governmental or private authority having jurisdiction over the PROPERTY;
   b. Any insurance company carrying a policy pertaining to the PROPERTY;
   c. Any lender holding a lien or security interest against any part of the PROPERTY; or
   d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.

G. **Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.

H. **Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

I. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.

J. **Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

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K. **Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.

L. **Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.

M. **Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and EXHIBIT G – TDEM Specific Clauses shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

A. **Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.

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B. **COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.
C. **Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.
D. **No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.
E. **Continued Performance: Unless** otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.
F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

****The remainder of this page is intentionally left blank****

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This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)
(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):

Signature of Property Owner — Date: 08/06/2025

Signature of Property Owner — Date: 08/06/2025

ENGINEER

DocuSigned by:
245D94BF30F7449...
Signature — Date: 8/6/2025

Chandra Franklin Womack
Aran + Franklin Engineering Inc.
CEO/President
Printed Name and Title

COUNTY

Mark Henry, Galveston County Judge — Date

Dwight Sullivan, Galveston County Clerk — Date Attested

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EXHIBIT A
ENGINEER'S COST ESTIMATE

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EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

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State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECITALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

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The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

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

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

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

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

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of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is $500,000.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

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

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

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SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

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

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

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shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

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SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Aran & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

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14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

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14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

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

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By:
Mark Henry
County Judge

Date Signed: September 30, 2024

Attest:
Dwight D. Sullivan,
Galveston County Clerk

Aran Franklin Engineering, Inc.

By:
Chandra Franklin Womack
P.E.

Date Signed: 9-27-2024

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Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field Inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Builts- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closeout.

One contract with individual task orders will be issued per address.

(855) 946-3364
(409) 935-5200
info@AranFranklin.com
AranFranklin.com
8419 Emmett F Lowry Expy
Texas City, TX 77591
Chandra Franklin Womack, PE, CEO | Rachel Riley, PE | Dave Franklin, COO
Firm Registration No. F-4632

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Changes to scope after design drawings are approved will incur:

- CAD charges of $90/hr.
- Design at $90/hr.
- Structural at $125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - $4,500.00
- Large 1 story and all 2 story houses - $5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - $1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes $2,500.00
- Additional letters $100 each unless inspections are required
- Failed inspections - contractor will have to pay a $400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- $3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: $400.00 each (need preliminary, mid lift and final)
- Topographical Survey: $+/- $850.00 - +/- $1,600.00
- Final Survey: $500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- $2000.00 - $2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. $3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks

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EXHIBIT C
POWER OR ATORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE

(If Applicable)

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EXHIBIT D
DUTY TO INFORM

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Duty to Inform

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	☐	☐	☐
Lead Paint	☐	☐	☐
Buried Lines	☐	☐	☐
Septic System	☐	☐	☐
Water Wells	☐	☐	☐
Bees	☐	☐	☐
Propane Tank	☐	☐	☐
Sinkholes	☐	☐	☐
Other (Specify):	☐		

Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

Signature: _____ Date: _____

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EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION (2012 EDITION) (FEMA FORM 086-0-33)

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FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077
Expires July 31, 2002

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

For Insurance Company Use:

BUILDING OWNER'S NAME — Policy Number

BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. — Company NAIC Number

CITY — STATE — ZIP CODE

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.#####°) HORIZONTAL DATUM: |__| NAD 1927 |__| NAD 1983 SOURCE: |__| GPS (Type): |__| USGS Quad Map |__| Other:

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
|__| FIS Profile |__| FIRM |__| Community Determined |__| Other (Describe): _____

B11. Indicate the elevation datum used for the BFE in B9: |__| NGVD 1929 |__| NAVD 1988 |__| Other (Describe): _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? |__| Yes |__| No
Designation Date: _____

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: |__|Construction Drawings* |__|Building Under Construction* |__|Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. Elevations -- Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete Items C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.
Datum _____ Conversion/Comments _____
Elevation reference mark used _____ Does the elevation reference mark used appear on the FIRM? |__| Yes |__| No

- ❑ a) Top of bottom floor (including basement or enclosure) _____ . ___ ft.(m)
- ❑ b) Top of next higher floor _____ . ___ ft.(m)
- ❑ c) Bottom of lowest horizontal structural member (V zones only) _____ . ___ ft.(m)
- ❑ d) Attached garage (top of slab) _____ . ___ ft.(m)
- ❑ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) _____ . ___ ft.(m)
- ❑ f) Lowest adjacent (finished) grade (LAG) _____ . ___ ft.(m)
- ❑ g) Highest adjacent (finished) grade (HAG) _____ . ___ ft.(m)
- ❑ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade _____
- ❑ i) Total area of all permanent openings (flood vents) in C3.h _____ sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME — LICENSE NUMBER

TITLE — COMPANY NAME

ADDRESS — CITY — STATE — ZIP CODE

SIGNATURE — DATE — TELEPHONE

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

IMPORTANT: In these spaces, copy the corresponding information from Section A.			For Insurance Company Use:
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO.			Policy Number
CITY	STATE	ZIP CODE	Company NAIC Number

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

COMMENTS

|__| Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

E1. Building Diagram Number _____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

E2. The top of the bottom floor (including basement or enclosure) of the building is |__|__| ft.(m) |__|__|in.(cm) |__| above or |__| below (check one) the highest adjacent grade. (Use natural grade, if available.)

E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is |__|__| ft.(m) |__|__|in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.

E4. For Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? |__| Yes |__| No |__| Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, C (Items C3.h and C3.i only), and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. *The statements in Sections A, B, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S OR OWNER'S AUTHORIZED REPRESENTATIVE'S NAME

ADDRESS | CITY | STATE | ZIP CODE

SIGNATURE | DATE | TELEPHONE

COMMENTS

|__| Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below.

G1. |__| The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. |__| A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. |__| The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. PERMIT NUMBER	G5. DATE PERMIT ISSUED	G6. DATE CERTIFICATE OF COMPLIANCE/OCCUPANCY ISSUED

G7. This permit has been issued for: |__| New Construction |__| Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building is: _____ . ___ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ . ___ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME | TITLE

COMMUNITY NAME | TELEPHONE

SIGNATURE | DATE

COMMENTS

|__| Check here if attachments

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER

S A M P L E

State Grantee: **Texas Division of Emergency Management**

Subgrantee: **Galveston County, Texas**

PROPERTY OWNER(s);
>>>>>

>>>>>

>>>>>

>>>>>

PROPERTY: >>>>>

NFIP Policy Number: >>>>> **Repetitive Loss Number:** >>>>>

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.

2. The HMGP grant program is a voluntary program.

3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.

4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

MITIGATION OFFER	**$ >>>>>**

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	$ >>>>>
Eligible Elevation Construction Costs	$ >>>>>
Subtotal	$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	$ >>>>>
MITIGATION OFFER	$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	$ >>>>>
GRANT FUNDED AMOUNT	$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PORPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERs additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

Homeowner Withdrawal Acknowledgment Form

Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas

Homeowner Name(s): _____
Project Address: _____
HMGP Project Number: _____
Project #: _____
Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

☐ Financial concerns
☐ Personal/family circumstances
☐ Structural or site concerns
☐ Timeline/delays
☐ Other: _____

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

Homeowner Signature(s):

_____ Date: _____

_____ Date: _____

County Representative Name & Title:

_____

Signature: _____ Date: _____

_____

For Official Use Only:

☐ Project removed from elevation roster
☐ Notified Engineering/Construction team
☐ Withdrawal documented in project file
☐ FEMA/TDEM notified

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

Name	Address	Notified
>>>>>	>>>>>	>>>>>

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD AREA

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Owner Israel A. Magana / Nely R. Magana
Street Address 7128 Avenue Q 1/2
City Galveston, State Texas Zip Code 77551
Deed dated _____, Recorded _____
Tax map _____, block _____, parcel _____
Base Flood Elevation at the site is _____ feet (NGVD).
Map Panel Number _____, effective date _____

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF GALVESTON

A _____ municipal corporation

By: _____
[Name, Title]

of the City/County of Galveston TX

&

Magana / Nely Magana
[Name of Property Owner]

WITNESSED BY:

Arturo Villagomez
[Name of Witness]

[SEAL]

DOMINGO MARTINEZ
Notary Public, State of Texas
Comm. Expires 04-04-2021
Notary ID 129375834

Notary Public

Commission expires 04/04/21

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.

2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.

3. **FEMA Model Deed Restriction Acknowledgment** (Attachment): The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.

4. **Flood Insurance Requirement (NFIP)**: The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership

5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.

6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.

7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

TEXAS HISTORICAL COMMISSION
real places telling real stories

November 6, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.t x.us

Re: Project review under Section 106 of the National Historic Preservation Act of 1966, Galveston County Elevation/Reconstruction Projects; FEMA Hazard Mitigation Grant Program (THC #201901492)

Dear Mr. Gentile,

Thank you for your correspondence regarding the above referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little and Mark Denton, has completed its review of the material submitted, received via eTRAC on October 24, 2018. It is our understanding that Hays County has submitted an application for FEMA Hazard Mitigation Grant Program funding to elevate or reconstruct 61 residences throughout Galveston County. Based on the information submitted and application of federal criteria for historical designation, staff has determined that the houses at 1106 33RD STREET, GALVESTON, TX 77550 and 1117 31ST STREET, GALVESTON, TX 77550 are ELIGIBLE for listing in the National Register of Historic Places as contributing resources to potential historic districts. Additional consultation between Galveston County, FEMA, and the SHPO will be necessary to determine the effect of the undertakings at these two locations; please provide additional information detailing what is proposed. SHPO strongly encourages retaining and elevating the historic buildings in a way that is in keeping with The Secretary of the Interior's Standads for the Treatment of Historic Properties rather than reconstruction. The other 59 properties submitted for review are NOT ELIGIBLE for listing in the National Register; no historic properties will be affected by undertakings at those locations and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act:

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at 202-445-8254 or Mark Denton at 202-717-7365.

Sincerely,

Kelly Little, Historian
For: Mark Wolfe, State Historic Preservation Officer

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

EXHIBIT J
PROOF OF MEDICAL NEED

Docusign Envelope ID: EB95F1E0-31C4-4298-876C-32A1D6BE2D8E

Task	Duration Days	Status
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*55.

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

25-162-0818-A
General Government- Request transfer from General Fund & Flood Control - Budgeted Reserves to General Government & Flood Control - Agency Memberships to fund quarter four appraisal district invoices

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 11:27 am

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/18/2025 : BAT-0000233

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000233
Amendment Date	08/18/2025
Description	BA 25-162-0818-A; Request transfer from General Fund & Flood Control - Budgeted Reserves to General Government & Flood Control - Agency Memberships to fund quarter four appraisal district invoices.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5498000:Professional Memberships	110000 General Government	1101 General Fund		Agency Memberships			$157,401.52	$0.00	Request transfer from General Fund & Flood Control - Budgeted Reserves to General Government & Flood Control - Agency Memberships to fund quarter four appraisal district invoices.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$157,401.52	Request transfer from General Fund & Flood Control - Budgeted Reserves to General Government & Flood Control - Agency Memberships to fund quarter four appraisal district invoices.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5498000:Professional Memberships	296100 Flood Control	2370 Flood Control Fund		Agency Memberships			$35,037.84	$0.00	Request transfer from General Fund & Flood Control - Budgeted Reserves to General Government & Flood Control - Agency Memberships to fund quarter four appraisal district invoices.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	2370 Flood Control Fund		Budgeted Reserves			$0.00	$35,037.84	Request transfer from General Fund & Flood Control - Budgeted Reserves to General Government & Flood Control - Agency Memberships to fund quarter four appraisal district invoices.	

SKM_C450i25080514150.pdf

File Name SKM_C450i25080514150.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 08/05/2025 02:39:54 PM
Comment

SKM_C450i25080514120.pdf

File Name SKM_C450i25080514120.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 08/05/2025 02:39:54 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/05/2025 02:39:54 PM	08/06/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Sent Back	08/05/2025 03:15:11 PM	08/07/2025	Diana Huallpa Trevino (Cost Center Manager)	1	Send Back Reason from Diana Huallpa Trevino: Fund 2370 for the R&B portion only.
Budget Amendment Event	Budget Amendment Event	Submitted	08/05/2025 03:51:58 PM	08/06/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/06/2025 02:52:29 PM	08/07/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/06/2025 03:20:37 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/06/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	08/06/2025 04:46:32 PM		Lauren Swift (Accounting Operations Lead)	1	Lauren Swift: Budgeting for fourth quarter invoice in 1101 and all four quarters in R&F. Will reclass first three quarters of R&F from 1101 after BA approval.
Budget Amendment Event	Approval by Budget Manager	Not Required		08/06/2025		0	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		08/08/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

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

April 30, 2025

Ms. Taylor Lee
Accounts Payable Supervisor
Galveston County Road & Flood
Galveston County Road and Flood
722 Moody, Ste. 105
Galveston, TX 77550

STATEMENT

for

Galveston County Road & Flood

APPRAISAL DISTRICT SERVICES - THIRD QUARTER 2025

Year 2025 Allocation	Third Quarter Payment
$35,037.83	$8,759.46

PAYABLE TO **GALVESTON CENTRAL APPRAISAL DISTRICT**

MAIL CHECK TO **GALVESTON CENTRAL APPRAISAL DISTRICT**
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

PAYMENT DUE **June 30, 2025**

According to Sec. 6.06(e) of the State Property Tax Code a payment is delinquent if not paid **after 60 days of the due date** and incurs a penalty of 5% and accrue an interest at an annual rate of 10%.

RFL

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

August 01, 2025

Mr. Sergio Cruz
Chief Financial Officer
Galveston County
County of Galveston
722 Moody, Third Floor
Galveston, TX 77550
sergio.cruz@galvestoncountytx.gov / karla.gutierrez@galvestoncountytx.gov

RECEIVED

STATEMENT

for
Galveston County

APPRAISAL DISTRICT SERVICES – FOURTH QUARTER 2025

Year 2025 Allocation	Fourth Quarter Payment
$1,482,401.50	$370,600.38

PAYABLE TO GALVESTON CENTRAL APPRAISAL DISTRICT

MAIL CHECK TO GALVESTON CENTRAL APPRAISAL DISTRICT
9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

PAYMENT DUE September 30th, 2025

According to Sec. 6.06(e) of the State Property Tax Code a payment is delinquent if not paid on the due date and incurs a penalty of 5% and accrue interest at an annual rate of 10%.

GGA

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*56.

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

25-163-0818-B
212th District Court- Request transfer within General Fund - 212th District Court from Travel and Conference to Administrative Supplies to fund the additional purchase of administrative supplies

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 11:31 am

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/18/2025 : BAT-0000228

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000228
Amendment Date	08/18/2025
Description	Commissioner Apffel/additional funds needed in administrative supplies
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	121400 212th District Court	1101 General Fund		Administrative Supplies			$394.00	$0.00		
FY2025 Annual (FY25 Amended Budget)	5496000:Travel and Transportation	121400 212th District Court	1101 General Fund		Travel and Conference			$0.00	$394.00		

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	07/31/2025 05:11:11 PM	08/01/2025	Brandi Reyes	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/31/2025 05:11:11 PM	08/02/2025	Brandi Reyes (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/04/2025 04:27:02 PM		Christian Monterrubio (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/01/2025		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	Sent Back	08/05/2025 05:37:43 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Please correct Ledger Account/Summary/should be 5310000: Administrative Supplies. Actual data conversion expenditures in 5311000 to be reclassed to appropriate 5310000.
Budget Amendment Event	Budget Amendment Event	Submitted	08/06/2025 03:19:12 PM	08/01/2025	Brandi Reyes	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	08/06/2025 03:19:12 PM	08/08/2025	Brandi Reyes (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/06/2025 03:20:20 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/01/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	08/06/2025 04:39:26 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	08/07/2025 02:41:00 PM	08/08/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		08/09/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*57.

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

25-164-0818-C
122nd District Court - Request transfer within General Fund - 122nd District Court from Travel and Conference to Administrative Supplies to fund the additional purchase of administrative supplies

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 12:20 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/18/2025 : BAT-0000230

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000230
Amendment Date	08/18/2025
Description	Commissioner Apffel/ additional funds needed for admin supplies
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5496000:Travel and Transportation	121300 122nd District Court	1101 General Fund		Travel and Conference			$0.00	$200.00		
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	121300 122nd District Court	1101 General Fund		Administrative Supplies			$200.00	$0.00		

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	08/04/2025 11:42:12 AM	08/05/2025	Brandi Reyes	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	08/04/2025 11:42:12 AM	08/06/2025	Brandi Reyes (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	08/04/2025 03:05:03 PM		Christian Monterrubio (Budget Specialist)	1	Send Back Reason from Christian Monterrubio: As per your request please change date.
Budget Amendment Event	Budget Amendment Event	Submitted	08/04/2025 03:05:45 PM	08/05/2025	Brandi Reyes	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	08/04/2025 03:05:45 PM	08/06/2025	Brandi Reyes (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/04/2025 04:27:20 PM		Christian Monterrubio (Budget Specialist)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/05/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	08/05/2025 05:42:37 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Please correct Ledger Account/Summary. Should be 5310000: Administrative Supplies, rather than 5311000: Office and Administration Supplies. Data conversion activity in the incorrect line item will be reclassed to 5310000 via journal entry.
Budget Amendment Event	Budget Amendment Event	Submitted	08/06/2025 03:17:38 PM	08/05/2025	Brandi Reyes	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	08/06/2025 03:17:38 PM	08/08/2025	Brandi Reyes (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/06/2025 03:18:32 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/05/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	08/06/2025 04:40:07 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	08/07/2025 02:41:03 PM	08/08/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		08/09/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*58.

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

25-165-0818-D
Information Technology- Request transfer from General Fund - Budgeted Reserves to Information Technology - Other Contract Services to fund the purchase of temporary hosting and migration of the CoreEMR system

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 1:01 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/18/2025 : BAT-0000231

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000231
Amendment Date	08/18/2025
Description	Commissioner Apffel- Request transfer from budgeted reserves to IT other contract services for Liberty Tech is currently providing interim cloud hosting services for the CoreEMR application and database during the transition of services to UTMB. This proposal includes both the migration and ongoing monthly hosting fees associated with relocating the CoreEMR instance from VitalCore's infrastructure to Galveston County's hosting environment. CoreEMR is a proprietary system utilized to intake patients at the jail and to manage medical records, treatment plans, and ongoing care throughout an individual's time in custody. As the application can only be supported by the vendor's technical staff, professional services from CoreEMR are required to complete the migration. The hosting arrangement includes a dedicated secure server with comprehensive support, encryption, and cybersecurity measures.
Amendment Type	Budget Amendment
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$12,700.00	This amendment covers the associated costs for the temporary hosting and migration of the CoreEMR system. It includes monthly charges for the Liberty Tech hosting environment ($2,531.68 for August and September), the CoreEMR instance ($3,300.00 for August and September), Liberty Tech's migration services ($5,938.00), and professional services from CoreEMR required to complete the migration process ($900.00).	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	1101 General Fund		Other Contract Services			$12,700.00	$0.00	This amendment covers the associated costs for the temporary hosting and migration of the CoreEMR system. It includes monthly charges for the Liberty Tech hosting environment ($2,531.68 for August and September), the CoreEMR instance ($3,300.00 for August and September), Liberty Tech's migration services ($5,938.00), and professional services from CoreEMR required to complete the migration process ($900.00).	

COREMR MONTHLY BACKUP.pdf

File Name COREMR MONTHLY BACKUP.pdf
Content Type application/pdf
Updated By Lauren Michaels
Upload Date 08/04/2025 11:48:07 AM
Comment

LIBERTY TECH BACKUP.pdf

File Name LIBERTY TECH BACKUP.pdf
Content Type application/pdf
Updated By Lauren Michaels
Upload Date 08/04/2025 11:48:07 AM
Comment

COREMR BACKUP.pdf

File Name COREMR BACKUP.pdf

Content Type application/pdf
Updated By Lauren Michaels
Upload Date 08/04/2025 11:48:07 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/04/2025 11:48:07 AM	08/05/2025	Lauren Michaels	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/04/2025 11:53:43 AM	08/06/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/05/2025 09:57:04 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/05/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	08/05/2025 05:40:13 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	08/06/2025 02:47:10 PM	08/07/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		08/08/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department of Enterprise Services - 5WH

Title: CoreEMR

Description: CoreEMR is the primary electronic medical records application used to manage the intake of patients at the county jail. It supports the initial intake process by capturing critical health information upon arrival and ensures continuity of care throughout an inmate's stay. The system serves as the official source of record for all medical documentation, including patient history, diagnoses, treatments, medications, and provider notes. By

For who: GCSO Jail Medical

Location: Galveston County Jail

When needed: ASAP

Justification: As part of the transition of medical services from VitalCore to the University of Texas Medical Branch (UTMB), ownership and management of the CoreEMR system are being transferred to Galveston County. This transfer will help ensure uninterrupted medical record access, support the integration into UTMB's healthcare system, and provide long-term stability for the county's correctional health services.

Item	Qty	Per Unit $	Total
Maintenance & Support	2	$1650.00	$3300.00

Total spend: $3300.00

Is this item budgeted: ☐ **Yes** ☑ **No** **Budgeted amount:**

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☐ **Yes** ☑ **No** **Current expiration date:**

DIR Contract?: ☐ **Yes** ☐ **No** **DIR Contract #**

Account: 1101159100 5481000

Submitted by: Chris Martinez **Date:** 8/4/25

CorEMR
Electronic Medical Records

July 31, 2025

Chris Martinez
Deputy Director
Department of Enterprise Services

Chris,

As per your request, I am providing Galveston County a quote for maintenance/support for the upcoming contract period of August 1, 2025 through July 31, 2026. This quote is based off the ADP (average daily inmate population) of the prior year. The current ADP number is ~1100 inmates at $1.50 per inmate per month for total of $1650.00 per month.

Sincerely,

DeVaughn Guymon
CorEMR
801-225-0317 x106
801-362-8997 (cell)
dguymon@coremr.com

Department of Enterprise Services - 5WH

Title: CoreEMR

Description: CoreEMR is the primary electronic medical records application used to manage the intake of patients at the county jail. It supports the initial intake process by capturing critical health information upon arrival and ensures continuity of care throughout an inmate's stay. The system serves as the official source of record for all medical documentation, including patient history, diagnoses, treatments, medications, and provider notes. By

For who: GCSO Jail Medical

Location: Galveston County Jail

When needed: ASAP

Justification: As part of the transition of medical services from VitalCore to the University of Texas Medical Branch (UTMB), ownership and management of the CoreEMR system are being transferred to Galveston County. This transfer will help ensure uninterrupted medical record access, support the integration into UTMB's healthcare system, and provide long-term stability for the county's correctional health services.

Item	Qty	Per Unit $	Total
Maintenance & Support	2	$1650.00	$3300.00

Total spend: $3300.00

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If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☐ **Yes** ☑ **No** **Current expiration date:**

DIR Contract?: ☐ **Yes** ☐ **No** **DIR Contract #**

Account: 1101159100 5481000

Submitted by: Chris Martinez **Date:** 8/4/25

Liberty Technical Solutions

Galveston County

Hosted CorEMR Proposal

July 11th, 2025

Summary

CorEMR Server Hosting and Support

Liberty Technical Solutions (Liberty Tech) will provide a hosted environment for the deployment of CorEMR. It will be built in the Microsoft Azure datacenter environment in a Galveston County tenant, under the management of LibertyTech. Included is SFTP server software to facilitate encrypted transfer of data from the Jail Management System (JMS), along with an SSL certificate for encrypted access to the system.

We are including pricing for one server, which will serve as both the application server and a database server. This complies with CorEMR's recommendations for a facility of this size and provides room for storage of historical data.

Additionally, included is the LibertyTech monthly server support and cyber defense plan. It covers 24/7 monitoring and remediation, automated system patching, antivirus, enterprise grade cybersecurity protection, file and database backup, and management and remediation labor.

Azure pricing is based on Microsoft's Azure Pricing Calculator (https://azure.microsoft.com/en-us/pricing/calculator). Any adjustments required by CorEMR will be billed accordingly.

Infrastructure & Monthly Recurring Charges

Item	Price
CorEMR Cloud Environment Servers (Application & Database) *Includes: A Single Server (Application & Database Server), Backup, Site-to-Site VPN, and LibertyTech support package which contains 24/7 monitoring and remediation, automated system patching, antivirus, enterprise grade cybersecurity protection, file & DB backup, management and remediation labor, .5 hour of Tier 4 escalation support (Does not carry over to following month).*	
TOTAL MONTHLY RECURRING (Estimate)	**$ 1,265.84**

Pricing only valid for 30 days after proposal delivery

Onboarding & Setup Cost

All staging and go-live services are billed at Time & Materials cost. Our labor rate is $190/hr. We have included a 'minimum' and a 'not-to-exceed' amount. The 'not-to-exceed' amount is a buffer to not exceed without written approval. In some cases, the scope of work expands during the project, and it becomes necessary to make an adjustment. However, those adjustments will not be made without written approval for the additional work and subsequent cost.

GoLive Services:

Item	Minimum	Estimated Max
Service Labor	$4,418	$5,938

Includes:

- *Virtual Environment Staging & Server Setup*
- *CorEMR Deployment*
- *JMS & Pharmacy Integrations*
- *Data Migration*
- *Environment Licensing*

CorEMR Staging and Go-Live

Listed below is a breakdown of the project stages, estimated timelines, and activities carried out in each stage.

Phase One: Virtual Environment Staging & Server Setup

Item
Timeline: 1-2 Weeks

Includes:

- *Creating Azure tenant*
- *Provisioning server and resources in Azure*
- *Configuring monitoring agent*
- *Setting up backup*
- *Setting up SQL Server*

Phase Two: CorEMR Deployment & Assistance w/Customization

Item

Timeline: 1 Week

May Include:

- *Work with CorEMR to grant cloud access*
- *SSL Certificate setup*
- *DNS setup for remote access*
- *Firewall/VPN configuration for controlled remote access*
- *Setup of SFTP server for JMS integration*
- *Anything else necessary to support a successful go-live*

Phase Three: JMS & Pharmacy Integration (if required)

Item

Timeline: 1-2 Weeks

Includes:

- *Coordination with County to obtain sample datasets*
- *Coordination with County to setup SFTP data transfer*
- *Assistance getting data export to match CorEMR requirements*
- *Work with Pharmacy Vendor and CorEMR to ensure proper data exchange*

Phase Four: Data Migration

Item

Timeline: 1 Week

Includes:

- *Data migration from existing provider's environment to new Azure tenant*
- *Depending on the format of the data we will import it into CorEMR or store it as a separate database or file set on the server*

Licensing

Item

CrushFTP SFTP Server Software

Provides mechanism for secure transfer of JMS data to CorEMR server.

Standard Wildcard SSL Certificate (1 Year, recurring annually)

Certificate installed into the web server to facilitate a validated secure connection.

Windows Server 2022 Standard – 8 Core License Pack, 3-year term

Pricing only valid for 30 days after proposal delivery

This proposal is approved by:

Name: Mark Henry

Title: County Judge Henry

Signature

Master Services Agreement
Services Attachment for Managed Services
Data Processing Agreement
Service Level Objectives
Schedule of Services
Schedule of Third-Party Services

Pricing only valid for 30 days after proposal delivery

Department of Enterprise Services - 5WH

Title: CoreEMR

Description: CoreEMR is the primary electronic medical records application used to manage the intake of patients at the county jail. It supports the initial intake process by capturing critical health information upon arrival and ensures continuity of care throughout an inmate's stay. The system serves as the official source of record for all medical documentation, including patient history, diagnoses, treatments, medications, and provider notes. By

For who: GCSO Jail Medical

Location: Galveston County Jail

When needed: ASAP

Justification: As part of the transition of medical services from VitalCore to the University of Texas Medical Branch (UTMB), ownership and management of the CoreEMR system are being transferred to Galveston County. This transfer will help ensure uninterrupted medical record access, support the integration into UTMB's healthcare system, and provide long-term stability for the county's correctional health services.

Item	Qty	Per Unit $	Total
Maintenance & Support	2	$1650.00	$3300.00

Total spend: $3300.00

Is this item budgeted: ☐ **Yes** ☑ **No** **Budgeted amount:**

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☐ **Yes** ☑ **No** **Current expiration date:**

DIR Contract?: ☐ **Yes** ☐ **No** **DIR Contract #**

Account: 1101159100 5481000

Submitted by: Chris Martinez **Date:** 8/4/25

CorEMR
Electronic Medical Records

July 24, 2025

RE: Server Migration
Galveston Co. TX

This quote is for CorEMR technical staff to assist in migrating the CorEMR application and database from the existing server at Liberty Tech to a different server at the same or another location.

CorEMR for this project is 4-6 hours @ $150/hr. Not to exceed 6 hours.

Once approved we can move forward with the project.

Sincerely,

Paul Winterton
VP CorEMR
paul@coremr.com
801-225-0317

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*59.

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

25-166-0818-E
Human Resources- Request from the Employee Benefits Fund - Unreserved Retained Earnings to increase the extraordinary supplies spend category to purchase of a bike rack for the Moody Courthouse

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 1:03 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/18/2025 : BAT-0000232

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000232
Amendment Date	08/18/2025
Description	BA 25-166-0818-E: Request from the Employee Benefits Fund - Unreserved Retained Earnings to increase the extraordinary supplies spend category to purchase of a bike rack for the Moody Courthouse.
Amendment Type	Budget Amendment
Balanced Amendment	No
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	155023 Employee Benefits	6123 Employee Benefits Fund		Extraordinary Supplies			$720.00	$0.00	25-166-0818-E: Request from the Employee Benefits Fund - Unreserved Retained Earnings to increase the extraordinary supplies spend category to purchase of a bike rack for the Moody Courthouse.	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	08/06/2025 03:23:18 PM	08/07/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/07/2025 10:06:31 AM	08/08/2025	Angela Bleyle (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/07/2025 10:49:24 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/07/2025		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	08/07/2025 10:56:34 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	08/07/2025 02:20:30 PM	08/09/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		08/09/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*60.

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

25-167-0818-F
District Attorney- Request transfer from within General Fund from Various Cost Centers - Various Spend Categories to District Attorney - Various Spend Categories to support costs for the remainder of the fiscal year

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 1:23 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/18/2025 : BAT-0000226

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000226
Amendment Date	08/18/2025
Description	Transfer funds within District Attorney's cost center and from Budgeted Reserves to cover remainder of FY25 expenditures
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5414000:Accounting and Auditing Services	127100 District Attorney	1101 General Fund		Cloud Subscription Services			$1,500.00	$0.00	Cloud Subscription Services	
FY2025 Annual (FY25 Amended Budget)	5496000:Travel and Transportation	127100 District Attorney	1101 General Fund		Transp and Per Diem - Witnesses			$25,000.00	$0.00	For Trsnsportation and Per Diem Witnesses fees	
FY2025 Annual (FY25 Amended Budget)	5312000:Clothing and Personal Supplies	127100 District Attorney	1101 General Fund		Uniforms			$0.00	$500.00	Mobile phone payments for remainder of FY 25	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$14,500.00	For Transportation and Per Diem Witness fees AND Cloud Subscription	
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	127100 District Attorney	1101 General Fund		Other Contract Services			$0.00	$12,000.00	For Transportation and Per Diem Witnesses fees	
FY2025 Annual (FY25 Amended Budget)	5410000:professional and Technical Services	127100 District Attorney	1101 General Fund		Professional Services			$20,000.00	$0.00	Professional and Technical Services	
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	127100 District Attorney	1101 General Fund		Administrative Supplies			$0.00	$20,000.00	Professional Service and Expert Witnesses	
FY2025 Annual (FY25 Amended Budget)	5492000:Communications	127100 District Attorney	1101 General Fund		Mobile Phone Expense			$500.00	$0.00	Mobile Phone payments for remainder of FY 25	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	08/06/2025 01:56:58 PM	08/07/2025	Zonia Wilturner-Smith	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	08/06/2025 01:56:58 PM	08/08/2025	Zonia Wilturner-Smith (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/06/2025 03:21:01 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/07/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	08/06/2025 04:53:19 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Please correct description for BA. You may want to make it more generic. Rather than "Mobile phone payments for remainder of FY 25", you may want to use something like Transfer funds within District Attorney's cost center and from Budgeted Reserves to cover remainder of FY25 expenditures".
Budget Amendment Event	Budget Amendment Event	Submitted	08/07/2025 11:14:16 AM	08/07/2025	Zonia Wilturner-Smith	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	08/07/2025 11:14:16 AM	08/09/2025	Zonia Wilturner-Smith (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	08/07/2025 11:15:41 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		08/07/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	08/07/2025 11:47:10 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	08/07/2025 02:18:53 PM	08/09/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		08/09/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

NetScribe FirstDraft / Mobile Application

Order for
Galveston County DA Office

Adam Poole

Partner.
This Order was prepared by:
Joel Turry
VIQ Solutions. Inc.

Following is the VIQ Order document which Galveston County DA Office should carefully review for accuracy.

If the parties desire to enter into an order for such products and services then by "Accepting" at the end of the Order document Galveston County DA Office will be prompted to sign the Order. VIQ will confirm its acceptance of the order by countersigning the document. Upon execution, VIQ's implementation team will contact you by email.

Best regards,
Joel Turry

ORDER

This Order is entered into the date signed by the last party ("Order Effective Date") and is governed by the terms and conditions of the Terms of Sale by and between Company and VIQ Solutions, Inc. Company acknowledges that it has reviewed the Terms of Sale published on the VIQ's website at [illegible] ("Agreement") which shall govern this transaction. Until executed by Company, this Order shall be considered a quote for the items set forth below.

Quote Expires:

Quote / Order Number: 3635400002324910S

Service Term: 12 Months

Description / Notes: 12 Month Agreement - payment monthly or at contract commencement. Customer may cancel after three months. 12 Month Agreement - payment monthly or at contract commencement. Customer may cancel after three months.

Billing and Shipping Information	
Partner Name	
Company Name:	Galveston County DA Office
Contact Name & Title	Adam Poole
Address:	
City,	
State:	
Zip:	
Phone and/or Email	(409) 770-6039 adam.poole@co.galveston.tx.us

About VIQ

VIQ Solutions combines artificial intelligence (AI)- driven voice and video capture technology and services to securely manage digital content in the most rigid security environments including legal, criminal justice, insurance, government, corporate finance, and media. We can help you securely speed the capture, creation, and management of large volumes of information, preserve the unique value of the spoken word and video image, and deliver meaningful data you can use.



NetScribe Connect FirstDraft Program

Inclusions
Grand Total: $ 500.00

S.No	Product Details	Quantity	List Price	Total
1	FDNSCESU50 FirstDraft NetScribe Connect Enterprise Solution - up to 50 users Price is per month. Up to 50 licenses. Each licensed user must have a unique login. Unlimited minutes. "Automated transcription services use speech recognition technology to generate transcripts Includes: Complimentary user set up and formatting Access to the Transcript Review Portal Online Training (Video and Documentation)"	1	$ 500.00	$ 500.00

S.No	Product Details	Quantity	List Price	Total
2	6100 MobileMic Pro Capture voice recordings, single and multi-speaker, on a mobile device that are routed for transcription services	1	$ 0.00	$ 0.00
3	CJFLS100W LE Foreign Language Spanish Translation Per Word on-demand if needed	0	$ 0.22	$ 0.00

Sub Total	$ 500.00
Tax	$ 0.00
Grand Total	**$ 500.00**

Order Acceptance

Order Ref Number: 36354000023249105

VIQ Solutions

Name Crystal Oliphant

Title Contracts Manager

Signature Crystal Oliphant

Date June 20, 2025

Galveston County DA Office

Name Mark Henry

Title County Judge

Signature

Date June 23, 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
61.

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

Receipt and opening of bids for Bank Depository Contract Proposal Number 25-029

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 11:01 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
62.

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

Consideration of awarding RFQ 25-055 Texas Community Development Block Grant Fund Program (2025-2026 TXCDBG) Engineering and Surveying Services - High Island Waterline Project

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/6/25 5:03 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

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

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

August 18, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: RFQ 25-055, Texas Community Development Block Grant Fund Program (2025-2026 TXCDBG) Engineering and Surveying Services – High Island Waterline Project Contract #226052

Gentlemen,

On July 10, 2025, submittals were opened for RFQ 25-055 Texas Community Development Block Grant Fund Program (2025-2026 TXCDBG) Engineering and Surveying Services – High Island Waterline Project. Twelve (12) submittals were received from the following companies:

• WTC, Inc.	Austin, TX
• Amani Engineering, Inc.	Houston, TX
• Arceneaux Wilson & Cole, LLC	Port Arthur, TX
• Associated Testing Laboratories, Inc.	Sugar Land, TX
• Bleyl Interests, Inc. dba Bleyl Engineering	Conroe, TX
• Colliers Engineering & Design, Inc.	Holmdel, NJ
• Huitt-Zollars, Inc.	Dallas, TX
• LJA Engineering, Inc.	Houston, TX
• SAMES, Inc.	McAllen, TX
• Scheibe Consulting, LLC	Austin, TX
• Michael Hoover dba Seacoast Surveyors, LLC	Crystal Beach, TX
• Vista Consulting Engineers, LLC	Katy, TX

After a thorough review of the submittals by the Evaluation Committee, Huitt-Zollars, Inc. was deemed to have submitted a satisfactory proposal and is recommended for award.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Thomas, Elizabeth
Sent: Wednesday, July 30, 2025 4:11 PM
To: Dickey, Tammy
Subject: High island Waterline Improvement Project

Good afternoon, Tammy.

The Evaluation Committee has completed their review of all twelve qualification packets and Huitt Zollars has the highest score and we ask Commissioners Court to award this bid to Huitt Zollars.

Thank you
Betsy Thomas

Get Outlook for iOS

25-055 - TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FL
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Experience / 60 pts	Work Performance / 25 pts	Capacity to Perform / 15 pts
Huitt-Zollars, Inc.	89.5	54	22.5	13
Colliers Engineering & Design, Inc.	86	52.5	19.75	13.75
Arceneaux Wilson & Cole LLC	82	51.5	18	12.5
LJA Engineering, Inc.	80	48.5	19.75	11.75
Bleyl Engineering	78.25	46	19.75	12.5
WTC Inc.	76.75	49.5	16	11.25

Scheibe Consulting, LLC	73.5	44.75	18.5	10.25
Amani Engineering, Inc.	72.75	46.25	17.5	9
SAMES, INC.	68.75	41.5	16.75	10.5
Seacoast Surveyors, LLC	52.5	33.25	11.75	7.5
Associated Testing Laboratories, inc,	50.75	30.25	12	8.5
VISTA CONSULTING ENGINEERS, LLC	48.25	29.75	12	6.5

SAMES, INC. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	41 pts	22 pts	14 pts	5 pts
Sheila Cunningham	75 pts	47 pts	14 pts	14 pts
Michael Shannon	72 pts	45 pts	18 pts	9 pts
Austin Schumann	87 pts	52 pts	21 pts	14 pts
	Average:	**41.5 pts**	**16.75 pts**	**10.5 pts**
		↓	↓	↓
Calculated:	**68.75 pts**	**41.5 pts**	**16.75 pts**	**10.5 pts**

Huitt-Zollars, Inc. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	91 pts	55 pts	24 pts	12 pts
Sheila Cunningham	92 pts	53 pts	24 pts	15 pts
Michael Shannon	79 pts	50 pts	18 pts	11 pts
Austin Schumann	96 pts	58 pts	24 pts	14 pts
	Average:	**54 pts**	**22.5 pts**	**13 pts**
		↓	↓	↓
Calculated:	**89.5 pts**	**54 pts**	**22.5 pts**	**13 pts**

Scheibe Consulting, LLC - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	63 pts	39 pts	18 pts	6 pts
Sheila Cunningham	68 pts	42 pts	14 pts	12 pts
Michael Shannon	72 pts	45 pts	18 pts	9 pts
Austin Schumann	91 pts	53 pts	24 pts	14 pts
	Average:	**44.75 pts**	**18.5 pts**	**10.25 pts**
		↓	↓	↓
Calculated:	**73.5 pts**	**44.75 pts**	**18.5 pts**	**10.25 pts**

Seacoast Surveyors, LLC - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	17 pts	10 pts	5 pts	2 pts
Sheila Cunningham	34 pts	16 pts	14 pts	4 pts
Michael Shannon	74 pts	55 pts	8 pts	11 pts
Austin Schumann	85 pts	52 pts	20 pts	13 pts
	Average:	**33.25 pts**	**11.75 pts**	**7.5 pts**
		↓	↓	↓
Calculated:	**52.5 pts**	**33.25 pts**	**11.75 pts**	**7.5 pts**

Associated Testing Laboratories, inc, - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	50 pts	30 pts	12 pts	8 pts
Sheila Cunningham	9 pts	9 pts	0 pts	0 pts
Michael Shannon	58 pts	30 pts	15 pts	13 pts
Austin Schumann	86 pts	52 pts	21 pts	13 pts
	Average:	**30.25 pts**	**12 pts**	**8.5 pts**
		↓	↓	↓
Calculated:	**50.75 pts**	**30.25 pts**	**12 pts**	**8.5 pts**

Arceneaux Wilson & Cole LLC - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	81 pts	52 pts	17 pts	12 pts
Sheila Cunningham	78 pts	52 pts	14 pts	12 pts
Michael Shannon	80 pts	50 pts	18 pts	12 pts
Austin Schumann	89 pts	52 pts	23 pts	14 pts
	Average:	**51.5 pts**	**18 pts**	**12.5 pts**
		↓	↓	↓
Calculated:	**82 pts**	**51.5 pts**	**18 pts**	**12.5 pts**

LJA Engineering, Inc. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	52 pts	32 pts	12 pts	8 pts
Sheila Cunningham	96 pts	56 pts	25 pts	15 pts
Michael Shannon	80 pts	50 pts	20 pts	10 pts
Austin Schumann	92 pts	56 pts	22 pts	14 pts
	Average:	**48.5 pts**	**19.75 pts**	**11.75 pts**
		↓	↓	↓
Calculated:	**80 pts**	**48.5 pts**	**19.75 pts**	**11.75 pts**

WTC Inc. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	72 pts	49 pts	17 pts	6 pts
Sheila Cunningham	78 pts	49 pts	14 pts	15 pts
Michael Shannon	72 pts	50 pts	12 pts	10 pts
Austin Schumann	85 pts	50 pts	21 pts	14 pts
	Average:	**49.5 pts**	**16 pts**	**11.25 pts**
		↓	↓	↓
Calculated:	**76.75 pts**	**49.5 pts**	**16 pts**	**11.25 pts**

Bleyl Engineering - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	97 pts	58 pts	24 pts	15 pts
Sheila Cunningham	82 pts	52 pts	15 pts	15 pts
Michael Shannon	44 pts	20 pts	18 pts	6 pts
Austin Schumann	90 pts	54 pts	22 pts	14 pts
	Average:	**46 pts**	**19.75 pts**	**12.5 pts**
		↓	↓	↓
Calculated:	**78.25 pts**	**46 pts**	**19.75 pts**	**12.5 pts**

Amani Engineering, Inc. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	64 pts	42 pts	15 pts	7 pts
Sheila Cunningham	73 pts	48 pts	14 pts	11 pts
Michael Shannon	71 pts	45 pts	18 pts	8 pts
Austin Schumann	83 pts	50 pts	23 pts	10 pts
	Average:	**46.25 pts**	**17.5 pts**	**9 pts**
		↓	↓	↓
Calculated:	**72.75 pts**	**46.25 pts**	**17.5 pts**	**9 pts**

Colliers Engineering & Design, Inc. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Experience	Work Performance	Capacity to Perform
Reviewer	**/ 100 pts**	**/ 60 pts**	**/ 25 pts**	**/ 15 pts**
Betsy Thomas	88 pts	55 pts	19 pts	14 pts
Sheila Cunningham	75 pts	47 pts	14 pts	14 pts
Michael Shannon	90 pts	55 pts	22 pts	13 pts
Austin Schumann	91 pts	53 pts	24 pts	14 pts
	Average:	**52.5 pts**	**19.75 pts**	**13.75 pts**
		↓	↓	↓
Calculated:	**86 pts**	**52.5 pts**	**19.75 pts**	**13.75 pts**

SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Request for Qualification 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" submittals are still allowed, however, **Respondents are strongly encouraged to submit their submittals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Please see Item E, SUBMISSION INSTRUCTIONS, for further details.

The services requested from this solicitation effort are governed by the provisions stated in GOVERNMENT CODE, CHAPTER 2254, PROFESSIONAL AND CONSULTING SERVICES, SUBCHAPTER A, PROFESSIONAL SERVICES, Sec. 2254.001, also known as the Professional Services Procurement Act. Galveston County will select a provider of professional services or a group or association of providers or award a contract for the services based on the following:

(1) on the basis of demonstrated competence and qualifications to perform the services; and
(2) for a fair and reasonable price.
(b) The professional fees under the contract may not exceed any maximum provided by law.

A. PURPOSE

Galveston County issues this Request for Qualifications solicitation to seek professional engineering and surveying services for the High Island Waterline Improvement Project on the Bolivar Peninsula in Galveston County.

Galveston County is applying to the Texas Department of Agriculture to fund the project under the Community Development Block Grant – Community Development Fund grant program and is seeking to enter into an Engineering and surveying service contract with a state-registered engineer/surveyor. The following outlines this request for qualifications.

B. INTENT STATEMENT

Galveston County intends to award and contract with one engineering firm to complete the scope of work as described above. For this RFQ, Contracts are expected to be executed on August 4th and surveying and application preparation work is to be completed by September 23rd for Galveston County Commissioners Court review and approval to submit before the October 1, 2025 deadline.

Respondent's qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

•Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of $50,000.00.

SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

C. EXCEPTIONS TO QUALIFICATION CONDITIONS

The Respondent 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 Qualification Conditions", and will be attached to the response.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

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

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

D. 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, June 12, 2025
Advertise Solicitation (second date of publication)	Thursday, June 19, 2025
Deadline for Questions & Inquiries	**Thursday, June 26, 2025 by 5:00 PM CST**
Submission Deadline / RFQ Opening	**Thursday, July 10, 2025 at 2:00 PM CST**

Interested parties may attend the **Thursday, July 10, 2025 2:00 PM CST** bid opening virtually by using the following link:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m5931e83258000b1786fd9d45790eb083

Join by meeting number
Meeting number (access code): 2487 923 7095
Meeting password: 25-055 (250055 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24879237095## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24879237095@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

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/**

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) single-sided unbound original qualification statement, and two (2) single-sided copies must be submitted no later than **2:00 PM CST,** on **Thursday, July 10, 2025, to the following:**

Galveston County Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any qualification statements received after **2:00 PM CST** on the specified date will be returned unopened. Qualification statement specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing.

F. 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.

SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

I. 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:

Galveston County 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 "**TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM (2025-2026 TxCDBG) ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT– RFQ 25-055 – 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, 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.

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 in sufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

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:

Elizabeth Thomas
Grants Coordinator
722 Moody Avenue, 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.

K. DISCREPANCIES IN RESPONSES

The original and copies should be identical. However, if a discrepancy or discrepancies are found between two or more copies of the SOQs, the original will provide the basis for resolving such discrepancies. If one copy of the SOQ is not clearly marked "ORIGINAL" the County may reject the SOQ. However, the County may, at its sole discretion, select one clearly marked copy to be used as the original.

L. REQUIREMENT OF RESPONSES

If statements of qualifications are "walked in", Respondent shall provide one (1) single-sided original and two (2) single-sided hard copies of its Statement of Qualifications, to the Purchasing Agent on or before the deadline specified herein. Respondents shall carefully read this request for qualifications in its entirety and submit its response as provided herein.

M. INSURANCE

Respondent 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

SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

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 Policies, if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
Professional Liability. Respondent shall carry in full force professional liability insurance with limits of not less than $1,000,000.00.

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 the agreement.

N. TYPE OF CONTRACT

It is the intent of this solicitation to enter into a contract that meets State and County guidelines. The County will provide the resultant contract. A proposed contract does not need to be submitted.

The resultant contract consists of the following documents: Request for Qualification, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Responder's response, Proposal 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 initial term of the contract shall be one (1) year or until conclusion of the project, unless specified differently within the resultant contract.

O. 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.

Negotiated 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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P. SCOPE OF WORK

The Engineering/ Surveying contract will encompass all project- related engineering and surveying services to Galveston County, including but not limited to the following:

- Application preparation
- Preliminary and final design plans and specifications;
- Preparation of the construction bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

The goal of the Texas Community Development Block Grant Fund Program (TxCDBG) is to develop viable communities by providing decent housing and a suitable living environment, as well as by expanding economic opportunities, principally for persons of low-to-moderate income. In awarding funding pursuant to Government Code Section 487.351(c), the Texas Department of Agriculture (TDA) shall give priority to eligible activities in the areas of economic development, community development, rural health, and rural housing to support workforce development.

The objectives of the TxCDBG Program are:

1. To improve public facilities to meet basic human needs, principally for low-to-moderate income persons;

2. To improve housing conditions, principally for persons of low-to-moderate income;

3. To expand economic opportunities by creating or retaining jobs, principally for low-to-moderate income persons; and

4. To provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

Q. INVOICES

Invoices must be itemized indicating all services, materials, and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

With a copy to the Program Administrator / Project Manager

Elizabeth Thomas
Grants Coordinator
722 Moody Avenue, 3rd Floor
Galveston, TX 77550

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the

SPECIAL PROVISIONS

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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 5, item 13, 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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SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
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R. EVALUATION AND SELECTION PROCESS

Respondents shall provide the following information for evaluation:

Experience — **60 points**

Experience will be evaluated based on the following criteria:

a. **Previous waterline improvement projects**

b. **Previous experience with federally funded projects**

c. **Previous experience with projects in rural, coastal areas similar to High Island area of Bolivar Peninsula in Galveston County**

d. **Experience with construction project management**

e. **Current Certification of TxCDBG Project Implementation Training**

Work Performance — **25 points**

Work Performance will be evaluated based on the following criteria:

a. **Past Project completed on schedule**

b. **Management of projects within budgetary constraints**

c. **Quality of end product**

Capacity to Perform — **15 points**

Capacity to Perform will be evaluated on the following criteria:

a. **Key personnel assigned to the contract**

b. **Adequacy of Resources**

c. **Professional Liability Insurance provided for contract**

An evaluation committee shall review and evaluate the responses timely submitted to the County Purchasing Agent in this request for qualifications. The evaluation committee will determine which firms are qualified based on demonstrated competence and qualifications. The evaluation committee shall evaluate the responses and determine if the respondent is qualified for the discipline submitted. Past performance with Galveston County will be considered.

By the submission of its Statement of Qualification (also called response) in this Request for Qualification, the Respondent accepts the requirements, formatting, and evaluation process herein.

End of Special Provision section

SPECIAL PROVISIONS

REQUEST FOR QUALIFICATIONS
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROGRAM
(2025-2026 TxCDBG)
ENGINEERING AND SURVEYING SERVICES - HIGH ISLAND WATERLINE PROJECT
GALVESTON COUNTY, TEXAS

S. 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, and two (2) copies of submittal; 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	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.63.

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

25-CV-0953; Save R Hood, Inc. & Anthony Griffin v County of Galveston, Texas et al in the District Court of Galveston County, in the 212th Judicial District

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/7/25 9:53 am
2	Dianna Martinez	Approve	8/7/25 10:53 am

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

D.S., EEOC Charge 460-2025-08579

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/7/25 9:55 am
2	Dianna Martinez	Approve	8/7/25 3:18 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.65.

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

O'Haver Agreement

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	8/8/25 6:20 pm

PERMIT TO INSTALL A TEMPORARY 3” DISCHARGE PIPE IN COUNTY OWNED PROPERTY DOWNSTREAM OF THE TEXAS CITY PUMP STATION

To Applicant: Burns & McDonnell
1700 West Loop South, Suite 1500
Houston, TX 77027

PERMIT NUMBER: TCSW-25-382

Dear Applicant:

You are hereby granted authority to a temporary 3” discharge pipe in County owned property downstream of the Texas City Pump Station.

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to the construction activity, limits and conditions as shown in the attachments and within this permit. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises shall automatically revoke this Permit.

2. Installation and operation of the discharge pipe is temporary, beginning in August 2025 and ending in January 2027.

3. Should the County determine that any activities from the installation or operation of the temporary 3” discharge pipe cause damage to County owned property the Permittee shall immediately cease operation and repair damages.

4. The County mows the area approximately 4 times a year. The Permittee shall make provisions for these mowing activities.

5. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

6. The County does not warrant in any manner that any portion of the property is suitable for the permitted purposes.

7. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

8. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5399, michael.shannon@co.galveston.tx.us.

9. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

10. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

11. Your operations will be performed without cost or expense to the County.

12. You agree to be responsible for all damages caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.

13. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and adjacent property resulting from your operations or the operations of others acting on your behalf in an expedient manner.

14. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

15. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

16. Any use of the Permitted Premises, other than for the temporary 3" discharge pipe requires a new permit and surety bond. The amount of the bond required will be renegotiated.

17. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than $250,000 per person, and $500,000 per accident, and property damage limits of not less than

$100,000 per accident. Galveston County must be named additional insured on the policy.

18. **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**

19. You agree to these conditions by signing below.

Dated this _____day of _____, 2025.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

Burns & McDonnell

By: Signed by: James Peltier 2AA98ACBC678481... 8/5/2025
James Peltier
Project Manager

MPLX Project Alliance

Concrete Batch Plant Wastewater Discharge

Introduction

MPLX (Marathon Petroleum Company's (MPC) midstream affiliate) is developing a natural gas liquid (NGL) fractionation and storage facility (hereafter the "Project") in Galveston County. Key project facilities will be located at 3901 Loop 197 South, Texas City, Texas 77590. MPLX is leasing the land on which the facilities will be located from Blanchard Refining Company (BRC), a subsidiary of MPC. MPLX has contracted Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) for the Project's engineering, design, and procurement. Burns & McDonnell has subcontracted with Amrize South Central Inc. (Amrize) to supply concrete, which will be used for piling and other foundational components of the Project. Amrize will be operating two temporary concrete batch plants for approximately 18 months beginning in August 2025 for the Project's construction.

Request

Burns & McDonnell and Amrize are requesting authorization to temporarily place approximately 40-50 feet of 3-inch-diameter line from the northwest corner of the property owned by BRC (PID 298477), across the Galveston County Levee right-of-way property (PID 190626) to the canal southeast of the South Texas City Pump Station.

The line will discharge wastewater and stormwater generated from the operation of the two temporary concrete batching plants. For concrete production facilities, TCEQ authorizes the discharge of wastewater and contact stormwater into or adjacent to water in the state under TPDES General Permit No. TXG110000. Though discharge is not yet occurring, Amrize obtained authorization under this general permit on July 20, 2025. TCEQ issued site-specific authorization No. TXG113920. Amrize has developed a compliance plan to meet the effluent limitations, monitoring requirements and other conditions required by the permit.

The concrete batch plant operations will occupy approximately three acres of the construction project area. The wastewater will be batch-discharged and is anticipated to generate 5,000 (avg) to 15,000 (max) gallons per day, depending on construction activities. The wastewater from the concrete batch operations and stormwater runoff from the three-acre area will gravity flow to an on-site wastewater treatment weir system. The treated wastewater will be pumped via the discharge line approximately 4,750 feet in a southwest-to-northeast direction along the existing on-site road located on the northwest property boundary from the concrete batch plants' wastewater treatment weir system to the northeastern property line near the canal. The discharge line will cross approximately 40-

50 feet of county property to discharge directly to the canal downstream of the South Texas City Levee Pump Station. Best management practices (BMPs) will be implemented along the discharge line and at the point of discharge to protect the Galveston County ROW.

Planned BMPs for the concrete batch plant discharge line:

- Canal bank at the point of discharge: A temporary high-strength erosion control blanket will be installed under the outfall and extended 5 feet on each side on all exposed areas above the water level.
- Line integrity: Supports will be used along the temporary discharge line, as needed, to cross uneven ground/ditches/swales.
- Discharge line configuration: The max pump rate at the weir system is 660 gpm; however, considering the size and length of the discharge line, the end-of-pipe flow rate at the point of discharge is calculated to be around 70 gpm or three (3) fps.

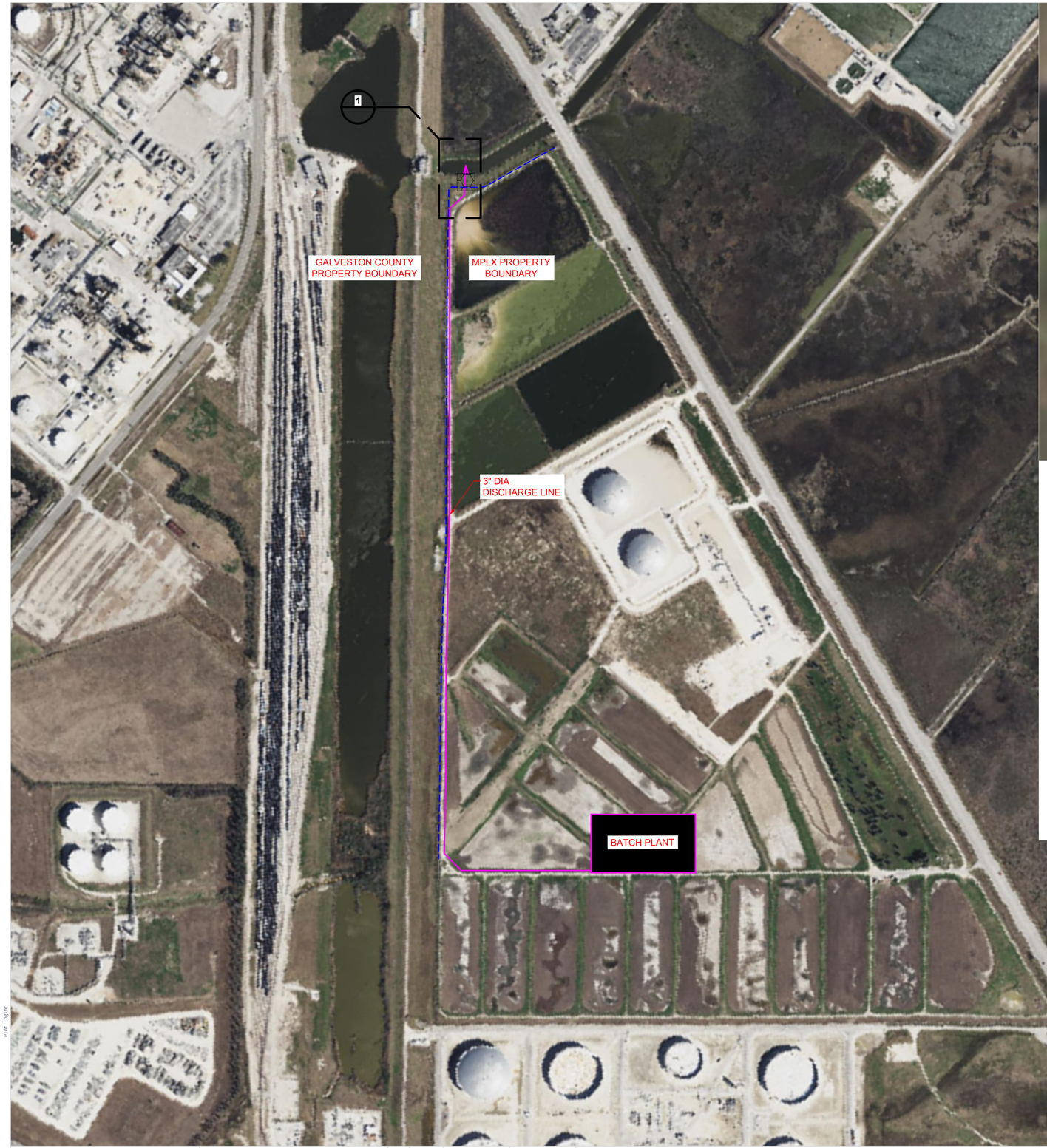
This request is for the portion of the discharge line that will cross the Galveston County ROW property to reach the discharge point on the canal. The canal flows into the Texas City Ship Channel (Segment No. 2437) before entering Lower Galveston Bay (Segment No. 2439/2439OW).

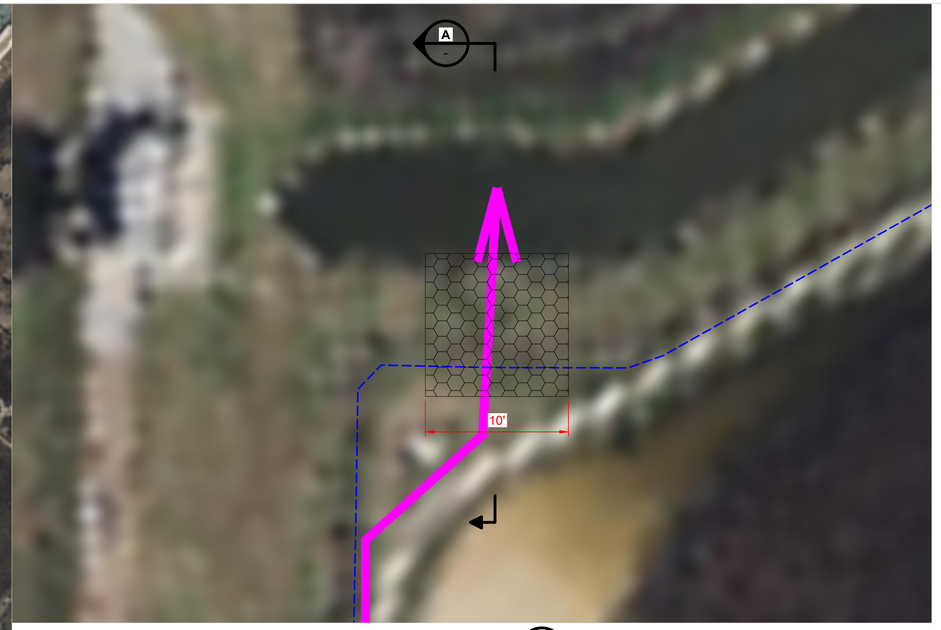
The wastewater discharge area will be inspected weekly for potential erosion and sediment conditions. If erosion is occurring due to wastewater discharge from the concrete batch plants, corrective actions will be implemented within seven working days.

The inspections will be documented, and the records retained on-site during active permit coverage under TXG113920.

The inspection records will include:

- The date, time, and weather conditions
- The name(s) of the inspector(s)
- Observations of the discharge area and any discharges occurring at the time of the inspection (notes and/or photographs)

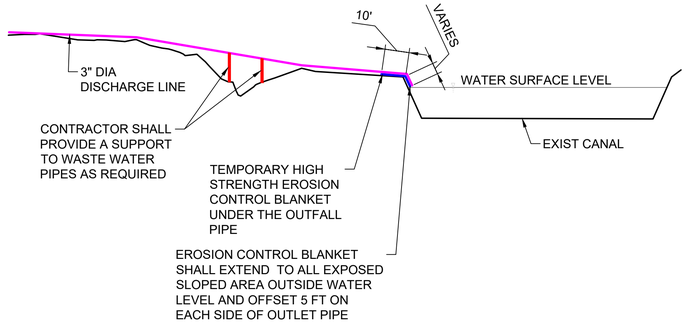




DETAIL 1 -

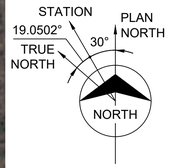
0 50' 100'

SCALE IN FEET



SECTION A -

NOT TO SCALE



DISCHARGE LINE SKETCH

0 300' 600'

SCALE IN FEET

PRELIMINARY - NOT FOR CONSTRUCTION

BURNS McDONNELL

BURNS & MCDONNELL ENGINEERING CO, INC.
FIRM REG. NO. F-845
BMcD PROJECT NO. 165870

REFERENCE SHEET #	REFERENCE SHEET # CONTINUED	REV	STATUS	MOC	AFE	DESCRIPTION	DATE	BY	CHK	ENG	MGR
-	-	A	-	-	-	ISSUED FOR REVIEW	08-01-2025	VAC	ETH	RM	JP
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-

The information and concepts contained in this document are confidential and the property of MPLX. Duplication or use of this information and/or construction of systems based on this document are strictly prohibited without written authorization from MPLX. Prior to design or field activities, a field verification should be conducted to ensure drawing accuracy and completeness.

MPLX

ASSET:	OVERALL SITE PLOT PLAN
LOCATION:	TEXAS CITY, TEXAS
	ALLIANCE EXPORT TERMINAL
	DISCHARGE LINE SKETCH
SCALE: AS NOTED	165870-CSA-SK-021

REVISION A

Plot Login:
Location:
SAVE DATE: 7/18/2023
Persisted By:

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

AMENDMENT TO THE FOOD PREPARATION AGREEMENT

This Amendment is made and entered into by and between Houston Galveston Area Council Agency Area on Aging Providers ("Client"), and TRIO Community Meals, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Food Preparation Agreement (the "Agreement"), effective January 1, 2015;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning October 1, 2025.
2. **Payment Arrangement.** In consideration for services provided to the Client, pricing shall be amended to reflect that Company shall charge the Client as follows:

Average Combined Bulk and Pre plated Daily Meals prepared at TRIO's Houston Central Kitchen	Pre-Plated Congregate and HDM Meal Rates Current	Pre-Plated Congregate and HDM Meal Rates October 1, 2025
1000-1999	$5.94	$6.16
2000-2999	$5.55	$5.76
3000-3999	$5.23	$5.43
4000-4999	$4.92	$5.11
5000-5999	$4.74	$4.92
6000-6999	$4.69	$4.87
7000-7999	$4.67	$4.85
8000 and above	$4.65	$4.83

Meal Type	Rate per Meal Currently	Rate per Meal October 1, 2025
Traditions Frozen Meals 2 Pack	$4.73	$4.88
Shelf Stable for All	$4.12	$4.25
Traditions Frozen Delights Meals 5 packs and 3 packs	$4.52	$4.67

3. **Payment Method.** Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

4. **Future Pricing.** Pricing adjustments shall be made automatically on an annual basis at a rate no less than the greater of three percent (3%), the most recently released U.S. Department of Labor Consumer Price Index, All Urban Consumers, National Average Unadjusted, Food Away from Home, or the changes in the Market Basket of Products. On the anniversary of the Commencement Date, Company's proposed adjustments shall go into effect.

5. **Change in Conditions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; tariffs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client

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acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

This Amendment is effective as of October 1, 2025. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

COMPANY: TRIO Community Meals, LLC

Signature: DocuSigned by: John Kirk DB78206A0E0A49A...

Name: John Kirk

Title: President

Date: 7/23/2025

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Helping One Another

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Actions, Inc. of Brazoria County

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Wharton County Junior College – Colorado/Wharton

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Galveston County Senior Citizens

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Chambers County Public Hospital District No. 1

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: A277F41D-AA28-4BED-A281-C34A84540F24

CLIENT: Economic Action Committee (Bay City)

Signature:_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: C42DBAF1-D0D7-4B83-ADBC-A85103B0039F

INVESTMENT ADVISORY AND CONSULTING AGREEMENT

The Alternate Plan for Galveston County (the "Plan")

On behalf of and in its capacity as the responsible plan fiduciary of the participant-directed individual account Plan referenced above, subject to the terms and conditions hereinafter set forth in this agreement ("Agreement"), the undersigned employer or other sponsor ("Plan Sponsor") of the Plan, or if applicable its Plan fiduciary (in either case, such party in its fiduciary capacity being referred to as "Client"), hereby retains NFP Retirement, Inc., a California corporation ("Adviser") to provide the services set forth in this Agreement for and on behalf of the Plan. With respect to those rights and obligations specifically belonging to Plan Sponsor under Section 6 (fees and costs) and Section 10, Plan Sponsor enters into this Agreement for and on its own behalf and on behalf of the Plan. Each of Client, Adviser and Plan Sponsor are referred to as a "Party," and collectively as the "Parties."

This Agreement is effective as of January 6th, 2025 ("Effective Date").

1. Services of Adviser

During the term of this Agreement, Adviser shall provide the services selected in Appendix I, subject to the selections made in Section 15, (collectively, the "Services"). The Services shall include the provision of investment advice (either non-discretionary or discretionary, as selected in Section 15(a)) with respect to certain investment funds and other investment options ("Investment Options") to be made available to participants ("Participants") under the Plan.

To the extent the Services include discretionary investment management services: –

(a) Client shall direct the Plan's trustee or custodian (as applicable) to act in accordance with Adviser's instructions as they relate to the Plan's assets covered by the Services;

(b) Adviser shall have the discretion and authority to invest and reinvest the Plan's assets without distinction between principal and income in such Investment Options as Adviser may deem prudent and appropriate; and

(b) Adviser may invest the Plan's assets in any common, collective, or commingled trust fund, including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services ("Collective Fund").

2. Limitations on Services; Excluded Assets

Under the terms of this Agreement, under no circumstances whatsoever shall Adviser provide, or have any responsibility or authority to provide:

(a) legal, accounting, tax, audit, recordkeeping, or actuarial services of any kind;

(b) physical custody of any Investment Options or other investments, assets, or property of the Plan whatsoever;

(c) services as the Plan's administrator or trustee, or services otherwise involving the exercise of any discretionary authority, responsibility, or control with respect to the Plan's administration or management;

(d) For Non-Discretionary Advice (Consulting Only), the selection of those asset classes, styles, and categories of Investment Options to be made available to Participants in the Plan. Client, and not Adviser, shall at all times retain the sole discretion to determine which asset classes, styles and categories shall be represented in the menu of Investment Options (provided however that Adviser will, upon request, assist Client with making such determination as described in Appendix I);

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(e) investment advice, account management, asset allocation or other services to (or for) any individual Participant with respect to his or her account under the Plan (unless otherwise agreed and memorialized in writing between the parties);

(f) selection, supervision, monitoring, reporting or other services with respect to investments offered within a brokerage window, self-directed brokerage account or similar feature that allows Participants to select investments beyond those designated by the Plan or the selection, supervision, monitoring of such window, account, or feature provider;

(g) services or investment, administrative, or any other responsibility of any nature relating to employer stock made available as an Investment Option under the Plan except to the extent of any ministerial (non-fiduciary) services that Adviser expressly assumes relating to employer stock. If applicable, Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole and complete fiduciary responsibility regarding oversight and decisions relating to employer stock if made available under the Plan; or

(h) with the exception of reporting and other ministerial (non-fiduciary) support functions that Adviser agrees to furnish, any services with respect to direct or contractual interests in land or other real property, operating companies, personal property, equipment, intellectual property, loans, precious metals, art, collectibles, insurance policies or other assets that do not constitute securities or investment funds (together, "Non-Investment Assets") or illiquid holdings and/or investment products. Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole discretion to determine whether the Plan shall purchase, hold, or sell any Non-Investment Assets. For the avoidance of doubt, "alternative" investment funds such as real asset funds, private real estate funds, commodity pools, private equity and hedge funds, REITs and collective investment trust (CIT) funds of the type held by tax-qualified retirement plans that fall within, or are appropriate in light of, the Plan's investment policy shall not be treated as Non-Investment Assets or Excluded Assets, as defined below.

In addition to the "Excluded Assets" described in subsections (f), (g) and (h) above, other Excluded Assets that the Client will (or may) offer as options under the Plan, if any, shall be identified by Client in Section 15(b). Likewise, any asset(s) purchased or acquired by the Plan which is not identified or known to Adviser is an Excluded Asset until such time as Adviser learns of, and agrees to provide Services with respect to, such asset(s).

3. Certain Responsibilities of Client

Client agrees to furnish Adviser within a reasonable time with copies of the Plan's governing documents and all other documents establishing and governing the Plan, as well as documents evidencing Client's authority to retain Adviser on behalf of the Plan that are requested by the Adviser. Within a reasonable time, the client will provide Adviser copies of any amendment(s) to the Plan that may affect the Services.

Within a reasonable period of time, the Client will furnish Adviser with other materials requested by Adviser, including but not limited to trust agreements and documents, investment guidelines (including a list of any investment limitations or restrictions, if applicable), information about parties-in-interest to the Plan, and any other information needed to determine compliance applicable law.

Client shall cause the Plan's service providers, including but not limited to any trustee, custodian, third-party administrator, or recordkeeper, to provide Adviser with any information, resources, cooperation and other assistance reasonably requested to assist Adviser to perform the Services. Client acknowledges that Adviser will rely on the information provided to it by Client and the Plan's service providers, and agrees that Adviser shall have no responsibility to independently verify any such information obtained from Client or any service provider unless Adviser in its reasonable judgment should have a reason to otherwise inquire as to the accuracy of such information.

Client agrees to inform Adviser immediately of any change in circumstances that may materially affect the Plan.

Client shall be responsible for selecting a "Qualified Custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940 ("Advisers Act") for the Plan.

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Client agrees to take all necessary actions to ensure that all applicable reporting and disclosure requirements are satisfied in full, including promptly disclosing all ownership interests and/or changes in ownership interests to their recordkeeper and/or third-party administrator.

Client shall send written notice to Adviser at the addresses and contacts noted in Section 8 if Adviser is not permitted to use Client/Plan name and/or logo on a Representative Client List.

4. Confidentiality

All information and advice furnished either by the Adviser to the Plan Sponsor or Client or by the Plan Sponsor or Client to the Adviser including each's agents, affiliates, and employees, will be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. Notwithstanding the generality of the previous sentence, Adviser may share certain information for business purposes as described in Adviser's Privacy Policy (as amended from time to time, a copy of which has been furnished to Client, and which is available on Adviser's website), Adviser may also share such information with any current vendor of Plan (e.g., record-keeper, TPA, auditor), and any Party may make reasonable disclosure of confidential information to its own legal adviser(s), auditor(s) and similar professionals, as well as the recordkeeper and other professionals providing services to the Plan, provided that such professionals agree in each case to maintain the confidentiality of the same. Likewise, Client may identify the Plan's attorney(s), accountant(s) and/or other professional advisors to whom Client authorizes Adviser to share information about the Plan's Investment Options and accounts (each, a "Contact"). Adviser may rely conclusively upon its authorization to share information with any Contact(s) identified by Client, until and unless otherwise instructed by Client in writing.

Notwithstanding the foregoing, Adviser may disclose any information relating to the Services (including confidential information) if Adviser determines in its sole discretion that such disclosure is necessary or appropriate for purposes of complying with any subpoena or other legal requirement, or in connection with any regulatory investigation, audit, or other enforcement matter without further notice to Client or Plan Sponsor.

5. Basis of Advice

Client, on behalf of the Plan and its Participants, acknowledges that Adviser obtains information from a wide variety of publicly available sources and/or certain private sources. The advice (whether non-discretionary or discretionary) provided by Adviser for the Plan is based upon Adviser's analysis of such information, and Adviser cannot guarantee the accuracy or validity of the data upon which its analysis, policy recommendations, or studies are based.

6. Adviser's Fees; Other Costs

(a) As consideration for its Services under this Agreement, Adviser shall be entitled to receive the fees described in Section 15(c) ("Fees"), according to the terms described therein. All of Adviser's Fees are due upon receipt of the invoice by the Client, or if paid directly from Plan assets upon completion of each calendar quarter.

(b) Adviser's Fees shall generally be paid by the Plan; provided however that Adviser's Fees must be paid by Plan Sponsor to the extent that (i) it would be impermissible under the Plan's governing documents and/or applicable law to pay Adviser's Fees from Plan assets, as determined by Client; or (ii) Adviser's Fees remain unpaid by the Plan sixty (60) days following the first date upon which they were first due and payable. Notwithstanding the generality of the previous sentence, this Agreement shall not be construed as prohibiting the payment of Adviser's Fees by Plan Sponsor in any case, and Plan Sponsor may choose to do so. In all cases, Client shall be responsible for ensuring that any payment of Adviser's Fees or other costs directly or indirectly from the assets of the Plan is permissible in all respects under the Plan's governing documents and applicable law.

(c) In addition to Adviser's Fees, the Plan (or in the circumstances described in Section 6(b), the Plan Sponsor) is solely responsible for paying all investment management, investment advisory or other fees, transaction charges and other costs imposed by third-party portfolio managers or sub-advisers, brokers, custodians, mutual funds and other investment funds or products, and

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other investments of the Plan (together, "Other Costs"). By executing this Agreement, Client agrees that the Plan or the Plan Sponsor (and not Adviser) is responsible for paying all Other Costs, which apply in addition to, not in lieu of, Adviser's Fees.

7. Additional Representations and Warranties

Each of the Parties represents and warrants that:

(a) It is duly organized and in good standing under the laws of the state or territory of its formation and/or incorporation.

(b) It has the requisite power and authority to enter this Agreement and perform its respective obligations under this Agreement.

(c) It has obtained and maintains all applicable licenses, approvals, and registrations, and is otherwise in compliance with all applicable regulatory and/or legal requirements in order to perform its respective obligations under this Agreement.

(d) It has duly authorized, executed, and delivered this Agreement, and that this Agreement constitutes its legal, valid, and binding obligation.

(e) It shall promptly notify the other Party in the event of any material change to any of its representations or warranties in this Agreement.

Client hereby represents and warrants that:

(a) On behalf of the Plan, Client has selected a Qualified Custodian of Client's own choosing. Client has entered into arrangements with the custodian for the custodian to send Client (on no less than a quarterly basis) reports showing all receipts and disbursements from the Plan's custodial account(s), which statements shall reflect the amount of Adviser's Fees deducted from the account(s), all trades, the securities held in the custodial account(s) at the close of the period and the ending value of the custodial account(s).

(b) Client understands and acknowledges that Adviser is not responsible for the accuracy of any information disclosed in any report provided to the Adviser or the Client by any third party (including but not limited to any custodian, investment fund or third-party investment manager) regarding any custodial account(s) or investment(s) of the Plan.

(c) Client will reasonably cooperate with Adviser and any of its employees or agents on all matters relating to the Services for the Plan.

(d) Client will provide, in a timely manner, accurate and complete information as Adviser may reasonably request in order to carry out the Services for the Plan.

(e) Client understands that Adviser's obligation is to perform only those Services reflected in Appendix I, which is incorporated fully by reference and constitutes an integral part of this Agreement, subject to all other terms, limitations and conditions set forth in this Agreement.

(f) Client understands that past performance may not be indicative of future results and there is a risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the Investment Options recommended or selected by Adviser - as the case may be - for inclusion in the Plan's menu), will be profitable, equal any corresponding indicated historical performance level(s), be suitable for any specific Participant, or prove successful. Client acknowledges that investment losses can and will occur.

(g) Client understands that Adviser will be using and relying on information furnished to Adviser by Client. Adviser will rely solely on such information in providing the Services under this Agreement without assuming any responsibility for independent investigation or verification of such information. Adviser assumes no responsibility for the accuracy or

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completeness of such information or any other information regarding the Plan or otherwise provided by Client, all of which will be the sole responsibility of Client.

(h) Client is not aware of any actual or potential legal action, governmental investigation, regulatory inquiry or proceeding, or similar matter of any nature against Client, Plan Sponsor, or the Plan.

(i) Client has independently exercised its fiduciary judgment to enter this Agreement and appoint Adviser to perform the Services. Client has not relied on any advice or recommendation from Adviser or any of Adviser's affiliates with respect to its decision to enter this Agreement.

(j) Client is a fiduciary of the Plan and is authorized by the Plan's governing documents to appoint an investment manager to manage the assets of the Plan, including specifically the assets covered by this Agreement.

(k) The Plan's governing documents provide that it is impossible for any part of the corpus or income of the Plan to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries.

(l) Client is solely responsible for all reporting, disclosure, and other requirements applicable to the Plan.

(m) The Plan's governing documents permit the commingling of the Plan's assets in any collective investment fund, including any Collective Fund.

(n) The Plan's investment in any Collective Fund will not constitute a prohibited transaction under any applicable law, rule or regulation. .

(o) Client acknowledges and agrees that Adviser's Fees constitute reasonable compensation.

Adviser hereby represents and warrants that:

(a) Adviser is a registered investment adviser under the Advisers Act.

(b) Adviser will carry out the Services as an independent contractor of Client and the Plan; Adviser shall be responsible for all Adviser's employees and contractors, including the payment of their compensation and any required withholdings, if applicable. No such individual shall be deemed an employee of Client or Plan Sponsor solely due to his or her provision of services on behalf of Adviser.

8. Term; Termination

This Agreement will commence on the Effective Date and continue in force until terminated.

Each of Client and Adviser may terminate this Agreement at any time effective upon sixty (60) days' prior written notice to the other. The Plan (or Plan Sponsor, under the circumstances described in Section 6(b)) will be responsible for all Fees relating to Services performed by Adviser prior to the effective date of such termination, and any prorated (post-termination) portion of the Fees will be refunded.

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Termination notices should be sent to the following addresses:

ADVISER:
NFP Retirement, Inc.
Attention: Jessica Espinoza/Jamie Hayes
120 Vantis, Suite 400
Aliso Viejo, CA 92656
Email: jessica.espinoza@nfp.com
With copy to:
generalcounsel@nfp.com

CLIENT:
Galveston County
Attention: Rebecca Gilliam
722 Moody Avenue,
Galveston, TX 77550
Email:
rebecca.gilliam@galvestoncountytx.gov

9. Required Disclosures

(a) Adviser is an investment adviser registered with the Securities and Exchange Commission under the Advisers Act.

(b) Adviser will perform such additional Services for the Plan as are described in Appendix I.

(c) Except as otherwise noted below, Adviser's compensation for its Services shall consist solely of the Fees described in Sections 6(a) and 15(c), which shall be paid directly by the Plan (or Plan Sponsor, under the circumstances described in Section 6(b)).

(d) On occasion, any individual employee, officer or partner of Adviser may receive meals, entertainment, complimentary attendance at events, small gifts or tokens (valued at less than $250 per contract term, and which shall not include cash or any cash equivalents) from investment product sponsors or other third parties whose products or services may be used (or potentially used) for the Plan. Such gifts and amenities are not based on any specific service relationship with a particular client of Adviser, including Client or the Plan.

(e) If the Plan invests in Funds where affiliates of the Adviser perform services (e.g., trusteeship or investment sub-advisory services), those affiliates may receive additional compensation (e.g., trusteeship fees or sub-advisory fees) according to the terms described in such Fund's offering materials and agreements with those Funds and affiliates of the Adviser.

(f) Except as described herein, Adviser (together with its affiliates and subcontractors, if any) shall not receive any indirect compensation from parties other than the Plan or Plan Sponsor, in connection with the Services, unless otherwise disclosed in Adviser's ADV (e.g., the provision of financial wellness services).

(g) Adviser (together with its affiliates and subcontractors, if any) shall not receive or pay among them any compensation paid among related parties that is transaction-based or charged against (or reflected in the value of) the Plan's Investment Options, in connection with the Services, unless otherwise disclosed in Adviser's ADV.

(h) In connection with the termination of this Agreement, Adviser shall not receive any special compensation, but rather shall be entitled to receive only those unpaid Fees described in Section 8 for Services previously furnished.

(i) Adviser has delivered to Client Adviser's Privacy Policy, Parts 2A and 2B of Adviser's Form ADV. Client acknowledges receipt of such material.

(l) Client acknowledges that it has received the information above, has had the opportunity to ask questions about Adviser's compensation and services and has received sufficient responses and disclosures from Adviser to permit Client to determine that the Adviser's compensation is reasonable in light of the services provided.

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10. Electronic Delivery and Signatures; Cybersecurity

By signing this Agreement, Client authorizes Adviser to deliver, and Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the Adviser's portal, as well as all other correspondence from Adviser. Adviser's obligations to furnish any applicable document, disclosure, notice and/or correspondence shall be deemed completed upon Adviser's submission of such document, disclosure, notice and/or correspondence to Client's last provided e-mail address (or upon advising Client via email that such document is available on the portal). It is Client's obligation to notify Adviser, in writing, of any changes to Client's email address. Until so notified, Adviser shall rely on the last provided e-mail address. Client acknowledges that Client has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify Adviser so that the specific issue can be addressed and resolved.

Client and Plan Sponsor agree that any Party can execute this Agreement, and any future agreements, additions, or amendments thereto, by computer or other electronic device, including internet, telephonic and wireless devices. Client and Plan Sponsor agree that by clicking on an "Agree," "Execute," "Finish," "Sign," "Submit Application," or other similarly worded button or entry field with a mouse, keystroke or other device, this Agreement, and any future agreements, additions or amendments thereto will be legally binding and enforceable and will be the legal equivalent of a handwritten signature on an agreement that is printed on paper.

Adviser shall exercise commercially reasonable efforts to confirm that any subcontractors and third-party service providers engaged by Adviser have implemented appropriate cybersecurity measures. Nonetheless, by signing this Agreement, Client and Plan Sponsor each acknowledge and affirm that Adviser cannot guarantee the efficacy of such measures, over which Adviser has no control.

11. Assignment

This Agreement may not be assigned (within the meaning of the Advisers Act) by any Party without the prior consent of the other Party(ies). Client, on behalf of the Plan, acknowledges and agrees that transactions that do not result in a change of actual control or management will not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act. Client, on behalf of the Plan, further acknowledges and agrees that if there is a pending assignment of this Agreement (within the meaning of Advisers Act), Client will be provided with written notice of such event. If Client does not object to such assignment in writing within 60 days, the Client will be deemed to have consented to the assignment, and Services will continue to be provided for the benefit of the Plan under the terms and conditions of this Agreement.

12. Governing Law; Disputes

Except to extent preempted by other applicable law to the Plan, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, will be governed by the laws of the State of Texas (without regard to choice of laws principles).

13. Miscellaneous

(a) This Agreement shall be applicable only to the Services provided by Adviser to or for the benefit of the Plan.

(b) This Agreement represents the complete agreement of the Parties with regard to the subject matter as it relates to discretionary investment advice, acknowledging that this Agreement supersedes any prior understanding or agreement, oral or written with respect to that subject matter, but the Parties acknowledge the existence of other agreements as it relates to the Financial Education program.

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(c) To the fullest extent permissible under applicable law, Adviser may propose to amend this Agreement upon written notification to Client, and such amendment shall become effective upon the earlier of (i) Adviser's receipt of Client's written consent to the proposed amendment, or (ii) Client's failure to object to the proposed amendment in writing within 60 days of notification. If Client should object to the proposed amendment in writing within the 60-day period following notification, and the Parties cannot come to an agreement as to the proposed amendment, if requested by Client Adviser will continue to provide Services pursuant to this Agreement (un-amended) for a reasonable period (not to exceed 60 additional days) to allow Client to engage a new investment advisor for the Plan.

(d) Each person executing this Agreement on behalf of a Party represents and warrants that he/she is authorized, without the need of further approval or consent from any other person or entity, to execute this Agreement, and that upon execution of this Agreement it will constitute a valid and binding obligation of a Party.

(e) In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Agreement shall not in any way be affected or impaired thereby.

(f) Adviser, its officers, employees, and agents, may advise or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser advises or takes with respect to the Investment Options available to Participants under the Plan. Client expressly acknowledges and understands that Adviser shall be free to render the Services to others and Adviser does not make its services available exclusively to Client or the Plan. Nothing in this Agreement shall impose upon Adviser any obligation to recommend (or select, as the case may be) for the Plan's purchase or sale any security which Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client.

14. Adviser's Services and Fees – Specific Selections

(a) **Selection of Investment Options:** Within the asset classes, styles and investment categories identified in the Plan's investment policy, or otherwise selected by Client and identified to Adviser in writing:

☐ ***Non-Discretionary Advice (Consulting) Only).*** Adviser shall furnish Client with non-discretionary advice only, and Client shall retain the ultimate responsibility and authority for all decisions to select, retain, freeze terminate, replace, and/or take other prudent action in regards to Investment Options made available to Participants under the Plan. If this option is selected, Client has ultimate responsibility for deciding any course of action, including any decision to accept or deviate from Adviser's recommendations.

☒ ***Discretionary Advice (Investment Management).*** Adviser shall have the responsibility and authority to select, retain, freeze, terminate, replace, and/or take other prudent action in regards to the Investment Options made available to Participants under the Plan on a discretionary basis.

(b) **Additional Excluded Assets, If Any.** In addition to the Excluded Assets set forth in Section 2 of this Agreement (brokerage window investments, employer stock, Alternative Investments), Client intends to offer (or may offer) as investment options under the Plan the following additional asset classes or investments, which shall also be treated as Excluded Assets under this Agreement:

_____
_____
_____
_____

(c) **Adviser's Fees:** For all of its Services, the Fees that Adviser will receive under Section 6 of this Agreement shall be

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calculated and paid as follows:

☒ ***Asset-Based Fees.*** Adviser shall receive an annual fee, billed and payable quarterly in arrears, equal to the sum of: 0.04% on assets

For this purpose, "assets" shall include the total gross value of Client's Investments calculated as of the end of the previous quarter (as reported by Client's custodian(s) or pursuant to the Adviser's Valuation Policy, as amended from time to time) disregarding any Excluded Assets.

☒ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Annual Retainer Fee.*** Adviser shall receive an annual retainer fee of $_____, which shall be billed and payable quarterly in arrears. After the passage of the three (3) years, the annual retainer fee will increase to an amount mutually agreed upon by the parties.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***One Time Service Fee.*** Adviser shall receive a one-time fee of $_____, which shall be billed and payable in arrears upon the completion of any project explicitly listed as a one time project in Appendix I.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Other Fees for Participant Education (as applicable)*** Adviser shall receive fees in the amount of $____ per day for participant education meetings.

Any compensation received from Client's service provider by the Adviser, directly attributable to Client's plan will be used to offset the above fee. Such compensation may include commissions and/or additional compensation; commissions are a percentage of the account invested in a particular product, additional discretionary compensation may be paid by a recordkeeper (from their corporate assets, not the plan's assets) based on the type of work and size/scale of business handled by an advisor. In no event will the compensation received be greater than the above stated fee level.

[END OF TEXT; SIGNATURES TO FOLLOW]

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Executed as of _____

ORGANIZATION: Galveston County

_____
(Signature of Plan Sponsor, on its own behalf, and that of the Plan unless another responsible plan fiduciary shall act on behalf of the Plan)

Name:

Title:

Address:

_____
(Signature of Plan Committee or other responsible plan fiduciary – only required if different than Plan Sponsor

_____
(Name of Plan Committee or other responsible plan fiduciary)

Agreed and accepted 8/6/2025 | 11:59 AM CDT
NFP Retirement, Inc.

By: DocuSigned by: Jessica Espinoza 7D85E8FB06624CC...

Title: Managing Director

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Appendix I – Adviser's Services

☑ **Plan Sponsor Investment Advisory Services**

- Investment Structure Evaluation and Ongoing Review
- Fee Structure Evaluation and Ongoing Review
- Investment Policy Statement Development and Management
- Review and Analysis of Existing Managers / Mutual Funds
- Target Date Fund Suitability Review and Selection
- QDIA Suitability Review
- Short-term Cash Alternatives Review and Selection
- Investment Manager / Mutual Fund Searches
- Investment Manager / Mutual Fund Monitoring
- Performance Reporting and Review
  - ☒ Quarterly
  - ☐ Semi- Annual
  - ☐ Annual
- Meeting Minutes to Document Committee Discussions and Actions

☑ **Plan Sponsor Fiduciary Support Services**

- Fiduciary Calendar and Plan Management Fiduciary Diagnostic™
- Fiduciary Training and Education
- Plan and Benefit Design Evaluations
- Regulatory / Legislative Updates and Case Law Interpretation
- Monthly Plan Sponsor Newsletter
- Virtual Fiduciary File to Organize and Store Plan Documents

☑ **Provider Analysis and Fee Benchmarking Services (every 3 years)**

- Competitive Analysis of Provider Services, Investments, and Costs of Incumbent and Top 4 Bidding Providers
- Comparisons of Fees and Revenues for Recordkeeping Related Services, Investment Management Related Services, Per Item Administrative Fees, and Transactional Fees
- Evaluation of Administrative, Recordkeeping, Compliance, Technology, Investment Management, and Employee Communications Services
- Investment Quality Comparisons for All Bidding Providers
- Negotiation of Incumbent's Fees and Revenues, Plan Lineup Changes, and Service Commitments
- Assistance with Reviewing and Selecting an Appropriate Method for Allocating Plan Fees / Credits among Participants
- Assistance with Selecting, Coordinating, and Reviewing Service Provider Finalist Presentations
- Meeting Minutes to Document Discussions and Actions

☐ **Plan Participant Investment Advisory Services**

- On-site Group Education / Advice Meetings (Virtual)

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☐ **Additional Services (separate fee may apply)**

☐ Asset Allocation and Investment Management Services (This is a fiduciary service).

Investment Options will initially be asset allocation models. Adviser shall provide, monitor, and adjust (when prudent) asset allocation models ("Models") designed to assist Plan participants in finding the asset mix which is most likely to meet their investment objectives within acceptable parameters. Asset class sub-types may include, but are not limited to, domestic large cap value equity, domestic large cap growth equity, domestic mid-cap value equity, domestic mid-cap growth equity, domestic small cap value equity, domestic small cap growth equity, international equity, core fixed income, short term fixed income, high yield fixed income, and other appropriate asset classes and investments.

The Plan's participants and beneficiaries are expected to have different investment objectives, time horizons, and risk tolerances. To meet these varying investment needs, participants and beneficiaries will be able to elect a Model that will direct their account balances into investments among a range of options to construct a diversified portfolio that falls within a reasonable span of the risk/return spectrum. Participants and beneficiaries alone bear the risk of investment results from the investments selected, including investment allocation pursuant to selection of a Model.

The Adviser shall direct the rebalancing of accounts utilizing the Models pursuant to each Model's designed asset allocation on a regular basis. The Client shall delegate all necessary discretion and authority to The Adviser with regard to creation and monitoring of Models. Model monitoring will be ongoing. Model adjustment and rebalancing when considered prudent by The Adviser.

Investment Options may eventually include, as appropriate, investment options that are in the nature of "managed accounts" and/or "manager-provided models". Investment Options may also include collective investment trust vehicles including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services, if allowed under applicable law. In evaluating potential Investment Options, The Adviser will evaluate the underlying investments of each potential investment alternative.

In the event Models are utilized as the Investment Options, The Adviser will also provide the design of three glidepath models for different levels of investment risk and provides an asset allocation model to correspond to the three glidepath models. No additional fee will be charged for the multi-glidepath design of the models.

In addition to the fees noted in Section 14, a separate advisory fee will be charged for assets in the Models as noted below:

An annual fee of 0.10% on all assets in the model portfolios.

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INVESTMENT ADVISORY AND CONSULTING AGREEMENT

Galveston County Social Security Replacement Plan (the "Plan")

On behalf of and in its capacity as the responsible plan fiduciary of the participant-directed individual account Plan referenced above, subject to the terms and conditions hereinafter set forth in this agreement ("Agreement"), the undersigned employer or other sponsor ("Plan Sponsor") of the Plan, or if applicable its Plan fiduciary (in either case, such party in its fiduciary capacity being referred to as "Client"), hereby retains NFP Retirement, Inc., a California corporation ("Adviser") to provide the services set forth in this Agreement for and on behalf of the Plan. With respect to those rights and obligations specifically belonging to Plan Sponsor under Section 6 (fees and costs) and Section 10, Plan Sponsor enters into this Agreement for and on its own behalf and on behalf of the Plan. Each of Client, Adviser and Plan Sponsor are referred to as a "Party," and collectively as the "Parties."

This Agreement is effective as of January 3rd, 2025 ("Effective Date").

1. Services of Adviser

During the term of this Agreement, Adviser shall provide the services selected in Appendix I, subject to the selections made in Section 15, (collectively, the "Services"). The Services shall include the provision of investment advice (either non-discretionary or discretionary, as selected in Section 15(a)) with respect to certain investment funds and other investment options ("Investment Options") to be made available to participants ("Participants") under the Plan.

To the extent the Services include discretionary investment management services: –

(a) Client shall direct the Plan's trustee or custodian (as applicable) to act in accordance with Adviser's instructions as they relate to the Plan's assets covered by the Services;

(b) Adviser shall have the discretion and authority to invest and reinvest the Plan's assets without distinction between principal and income in such Investment Options as Adviser may deem prudent and appropriate; and

(b) Adviser may invest the Plan's assets in any common, collective, or commingled trust fund, including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services ("Collective Fund").

2. Limitations on Services; Excluded Assets

Under the terms of this Agreement, under no circumstances whatsoever shall Adviser provide, or have any responsibility or authority to provide:

(a) legal, accounting, tax, audit, recordkeeping, or actuarial services of any kind;

(b) physical custody of any Investment Options or other investments, assets, or property of the Plan whatsoever;

(c) services as the Plan's administrator or trustee, or services otherwise involving the exercise of any discretionary authority, responsibility, or control with respect to the Plan's administration or management;

(d) For Non-Discretionary Advice (Consulting Only), the selection of those asset classes, styles, and categories of Investment Options to be made available to Participants in the Plan. Client, and not Adviser, shall at all times retain the sole discretion to determine which asset classes, styles and categories shall be represented in the menu of Investment Options (provided however that Adviser will, upon request, assist Client with making such determination as described in Appendix I);

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(e) investment advice, account management, asset allocation or other services to (or for) any individual Participant with respect to his or her account under the Plan (unless otherwise agreed and memorialized in writing between the parties);

(f) selection, supervision, monitoring, reporting or other services with respect to investments offered within a brokerage window, self-directed brokerage account or similar feature that allows Participants to select investments beyond those designated by the Plan or the selection, supervision, monitoring of such window, account, or feature provider;

(g) services or investment, administrative, or any other responsibility of any nature relating to employer stock made available as an Investment Option under the Plan except to the extent of any ministerial (non-fiduciary) services that Adviser expressly assumes relating to employer stock. If applicable, Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole and complete fiduciary responsibility regarding oversight and decisions relating to employer stock if made available under the Plan; or

(h) with the exception of reporting and other ministerial (non-fiduciary) support functions that Adviser agrees to furnish, any services with respect to direct or contractual interests in land or other real property, operating companies, personal property, equipment, intellectual property, loans, precious metals, art, collectibles, insurance policies or other assets that do not constitute securities or investment funds (together, "Non-Investment Assets") or illiquid holdings and/or investment products. Client (or another third-party fiduciary), and not Adviser, shall at all times retain the sole discretion to determine whether the Plan shall purchase, hold, or sell any Non-Investment Assets. For the avoidance of doubt, "alternative" investment funds such as real asset funds, private real estate funds, commodity pools, private equity and hedge funds, REITs and collective investment trust (CIT) funds of the type held by tax-qualified retirement plans that fall within, or are appropriate in light of, the Plan's investment policy shall not be treated as Non-Investment Assets or Excluded Assets, as defined below.

In addition to the "Excluded Assets" described in subsections (f), (g) and (h) above, other Excluded Assets that the Client will (or may) offer as options under the Plan, if any, shall be identified by Client in Section 15(b). Likewise, any asset(s) purchased or acquired by the Plan which is not identified or known to Adviser is an Excluded Asset until such time as Adviser learns of, and agrees to provide Services with respect to, such asset(s).

3. Certain Responsibilities of Client

Client agrees to furnish to Adviser within a reasonable time with copies of the Plan's governing documents and all other documents establishing and governing the Plan, as well as documents evidencing Client's authority to retain Adviser on behalf of the Plan that are requested by the Adviser. Within a reasonable period of time, Client will provide Adviser copies of any amendment(s) to the Plan that may affect the Services.

Within a reasonable period of time, Client will furnish Adviser with other materials requested by Adviser, including but not limited to trust agreements and documents, investment guidelines (including a list of any investment limitations or restrictions, if applicable), information about parties-in-interest to the Plan, and any other information needed to determine compliance applicable law.

Client shall cause the Plan's service providers, including but not limited to any trustee, custodian, third-party administrator, or recordkeeper, to provide Adviser with any information, resources, cooperation and other assistance reasonably requested to assist Adviser to perform the Services. Client acknowledges that Adviser will rely on the information provided to it by Client and the Plan's service providers, and agrees that Adviser shall have no responsibility to independently verify any such information obtained from Client or any service provider unless Adviser in its reasonable judgment should have a reason to otherwise inquire as to the accuracy of such information.

Client agrees to inform Adviser immediately of any change in circumstances that may materially affect the Plan.

Client shall be responsible for selecting a "Qualified Custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940 ("Advisers Act") for the Plan.

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Client agrees to take all necessary actions to ensure that all applicable reporting and disclosure requirements are satisfied in full, including promptly disclosing all ownership interests and/or changes in ownership interests to their recordkeeper and/or third-party administrator.

Client shall send written notice to Adviser at the addresses and contacts noted in Section 8 if Adviser is not permitted to use Client/Plan name and/or logo on a Representative Client List.

4. Confidentiality

All information and advice furnished either by the Adviser to the Plan Sponsor or Client or by the Plan Sponsor or Client to the Adviser including each's agents, affiliates, and employees, will be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. Notwithstanding the generality of the previous sentence, Adviser may share certain information for business purposes as described in Adviser's Privacy Policy (as amended from time to time, a copy of which has been furnished to Client, and which is available on Adviser's website), Adviser may also share such information with any current vendor of Plan (e.g., record-keeper, TPA, auditor), and any Party may make reasonable disclosure of confidential information to its own legal adviser(s), auditor(s) and similar professionals, as well as the recordkeeper and other professionals providing services to the Plan, provided that such professionals agree in each case to maintain the confidentiality of the same. Likewise, Client may identify the Plan's attorney(s), accountant(s) and/or other professional advisors to whom Client authorizes Adviser to share information about the Plan's Investment Options and accounts (each, a "Contact"). Adviser may rely conclusively upon its authorization to share information with any Contact(s) identified by Client, until and unless otherwise instructed by Client in writing.

Notwithstanding the foregoing, Adviser may disclose any information relating to the Services (including confidential information) if Adviser determines in its sole discretion that such disclosure is necessary or appropriate for purposes of complying with any subpoena or other legal requirement, or in connection with any regulatory investigation, audit, or other enforcement matter without further notice to Client or Plan Sponsor.

5. Basis of Advice

Client, on behalf of the Plan and its Participants, acknowledges that Adviser obtains information from a wide variety of publicly available sources and/or certain private sources. The advice (whether non-discretionary or discretionary) provided by Adviser for the Plan is based upon Adviser's analysis of such information, and Adviser cannot guarantee the accuracy or validity of the data upon which its analysis, policy recommendations, or studies are based.

6. Adviser's Fees; Other Costs

(a) As consideration for its Services under this Agreement, Adviser shall be entitled to receive the fees described in Section 15(c) ("Fees"), according to the terms described therein. All of Adviser's Fees are due upon receipt of the invoice by the Client, or if paid directly from Plan assets upon completion of each calendar quarter.

(b) Adviser's Fees shall generally be paid by the Plan; provided however that Adviser's Fees must be paid by Plan Sponsor to the extent that (i) it would be impermissible under the Plan's governing documents and/or applicable law to pay Adviser's Fees from Plan assets, as determined by Client; or (ii) Adviser's Fees remain unpaid by the Plan sixty (60) days following the first date upon which they were first due and payable. Notwithstanding the generality of the previous sentence, this Agreement shall not be construed as prohibiting the payment of Adviser's Fees by Plan Sponsor in any case, and Plan Sponsor may choose to do so. In all cases, Client shall be responsible for ensuring that any payment of Adviser's Fees or other costs directly or indirectly from the assets of the Plan is permissible in all respects under the Plan's governing documents and applicable law.

(c) In addition to Adviser's Fees, the Plan (or in the circumstances described in Section 6(b), the Plan Sponsor) is solely responsible for paying all investment management, investment advisory or other fees, transaction charges and other costs imposed by third-party portfolio managers or sub-advisers, brokers, custodians, mutual funds and other investment funds or products, and

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other investments of the Plan (together, "Other Costs"). By executing this Agreement, Client agrees that the Plan or the Plan Sponsor (and not Adviser) is responsible for paying all Other Costs, which apply in addition to, not in lieu of, Adviser's Fees.

7. Additional Representations and Warranties

Each of the Parties represents and warrants that:

(a) It is duly organized and in good standing under the laws of the state or territory of its formation and/or incorporation.

(b) It has the requisite power and authority to enter this Agreement and perform its respective obligations under this Agreement.

(c) It has obtained and maintains all applicable licenses, approvals, and registrations, and is otherwise in compliance with all applicable regulatory and/or legal requirements in order to perform its respective obligations under this Agreement.

(d) It has duly authorized, executed, and delivered this Agreement, and that this Agreement constitutes its legal, valid, and binding obligation.

(e) It shall promptly notify the other Party in the event of any material change to any of its representations or warranties in this Agreement.

Client hereby represents and warrants that:

(a) On behalf of the Plan, Client has selected a Qualified Custodian of Client's own choosing. Client has entered into arrangements with the custodian for the custodian to send Client (on no less than a quarterly basis) reports showing all receipts and disbursements from the Plan's custodial account(s), which statements shall reflect the amount of Adviser's Fees deducted from the account(s), all trades, the securities held in the custodial account(s) at the close of the period and the ending value of the custodial account(s).

(b) Client understands and acknowledges that Adviser is not responsible for the accuracy of any information disclosed in any report provided to the Adviser or the Client by any third party (including but not limited to any custodian, investment fund or third-party investment manager) regarding any custodial account(s) or investment(s) of the Plan.

(c) Client will reasonably cooperate with Adviser and any of its employees or agents on all matters relating to the Services for the Plan.

(d) Client will provide, in a timely manner, accurate and complete information as Adviser may reasonably request in order to carry out the Services for the Plan.

(e) Client understands that Adviser's obligation is to perform only those Services reflected in Appendix I, which is incorporated fully by reference and constitutes an integral part of this Agreement, subject to all other terms, limitations and conditions set forth in this Agreement.

(f) Client understands that past performance may not be indicative of future results and there is a risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the Investment Options recommended or selected by Adviser - as the case may be - for inclusion in the Plan's menu), will be profitable, equal any corresponding indicated historical performance level(s), be suitable for any specific Participant, or prove successful. Client acknowledges that investment losses can and will occur.

(g) Client understands that Adviser will be using and relying on information furnished to Adviser by Client. Adviser will rely solely on such information in providing the Services under this Agreement without assuming any responsibility for independent investigation or verification of such information. Adviser assumes no responsibility for the accuracy or

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completeness of such information or any other information regarding the Plan or otherwise provided by Client, all of which will be the sole responsibility of Client.

(h) Client is not aware of any actual or potential legal action, governmental investigation, regulatory inquiry or proceeding, or similar matter of any nature against Client, Plan Sponsor, or the Plan.

(i) Client has independently exercised its fiduciary judgment to enter this Agreement and appoint Adviser to perform the Services. Client has not relied on any advice or recommendation from Adviser or any of Adviser's affiliates with respect to its decision to enter this Agreement.

(j) Client is a fiduciary of the Plan and is authorized by the Plan's governing documents to appoint an investment manager to manage the assets of the Plan, including specifically the assets covered by this Agreement.

(k) The Plan's governing documents provide that it is impossible for any part of the corpus or income of the Plan to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries.

(l) Client is solely responsible for all reporting, disclosure, and other requirements applicable to the Plan.

(m) The Plan's governing documents permit the commingling of the Plan's assets in any collective investment fund, including any Collective Fund.

(n) The Plan's investment in any Collective Fund will not constitute a prohibited transaction under any applicable law, rule or regulation. .

(o) Client acknowledges and agrees that Adviser's Fees constitute reasonable compensation.

Adviser hereby represents and warrants that:

(a) Adviser is a registered investment adviser under the Advisers Act.

(b) Adviser will carry out the Services as an independent contractor of Client and the Plan; Adviser shall be responsible for all Adviser's employees and contractors, including the payment of their compensation and any required withholdings, if applicable. No such individual shall be deemed an employee of Client or Plan Sponsor solely due to his or her provision of services on behalf of Adviser.

8. Term; Termination

This Agreement will commence on the Effective Date and continue in force until terminated.

Each of Client and Adviser may terminate this Agreement at any time effective upon sixty (60) days' prior written notice to the other. The Plan (or Plan Sponsor, under the circumstances described in Section 6(b)) will be responsible for all Fees relating to Services performed by Adviser prior to the effective date of such termination, and any prorated (post-termination) portion of the Fees will be refunded.

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Termination notices should be sent to the following addresses:

ADVISER:
NFP Retirement, Inc. Attention:
Jessica Espinoza/Jamie Hayes
120 Vantis, Suite 400
Aliso Viejo, CA 92656
Email: jessica.espinoza@nfp.com
With copy to:
generalcounsel@nfp.com

CLIENT:
Galveston County
Attention: Rebecca Gilliam
722 Moody Avenue,
Galveston, TX 77550
Email:
rebecca.gilliam@galvestoncountytx.gov

9. Required Disclosures

(a) Adviser is an investment adviser registered with the Securities and Exchange Commission under the Advisers Act.

(b) Adviser will perform such additional Services for the Plan as are described in Appendix I.

(c) Except as otherwise noted below, Adviser's compensation for its Services shall consist solely of the Fees described in Sections 6(a) and 15(c), which shall be paid directly by the Plan (or Plan Sponsor, under the circumstances described in Section 6(b)).

(d) On occasion, any individual employee, officer or partner of Adviser may receive meals, entertainment, complimentary attendance at events, small gifts or tokens (valued at less than $250 per contract term, and which shall not include cash or any cash equivalents) from investment product sponsors or other third parties whose products or services may be used (or potentially used) for the Plan. Such gifts and amenities are not based on any specific service relationship with a particular client of Adviser, including Client or the Plan.

(e) If the Plan invests in Funds where affiliates of the Adviser perform services (e.g., trusteeship or investment sub-advisory services), those affiliates may receive additional compensation (e.g., trusteeship fees or sub-advisory fees) according to the terms described in such Fund's offering materials and agreements with those Funds and affiliates of the Adviser.

(f) Except as described herein, Adviser (together with its affiliates and subcontractors, if any) shall not receive any indirect compensation from parties other than the Plan or Plan Sponsor, in connection with the Services, unless otherwise disclosed in Adviser's ADV (e.g., the provision of financial wellness services).

(g) Adviser (together with its affiliates and subcontractors, if any) shall not receive or pay among them any compensation paid among related parties that is transaction-based or charged against (or reflected in the value of) the Plan's Investment Options, in connection with the Services, unless otherwise disclosed in Adviser's ADV.

(h) In connection with the termination of this Agreement, Adviser shall not receive any special compensation, but rather shall be entitled to receive only those unpaid Fees described in Section 8 for Services previously furnished.

(i) Adviser has delivered to Client Adviser's Privacy Policy, Parts 2A and 2B of Adviser's Form ADV. Client acknowledges receipt of such material.

(l) Client acknowledges that it has received the information above, has had the opportunity to ask questions about Adviser's compensation and services and has received sufficient responses and disclosures from Adviser to permit Client to determine that the Adviser's compensation is reasonable in light of the services provided.

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10. Electronic Delivery and Signatures; Cybersecurity

By signing this Agreement, Client authorizes Adviser to deliver, and Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the Adviser's portal, as well as all other correspondence from Adviser. Adviser's obligations to furnish any applicable document, disclosure, notice and/or correspondence shall be deemed completed upon Adviser's submission of such document, disclosure, notice and/or correspondence to Client's last provided e-mail address (or upon advising Client via email that such document is available on the portal). It is Client's obligation to notify Adviser, in writing, of any changes to Client's email address. Until so notified, Adviser shall rely on the last provided e-mail address. Client acknowledges that Client has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify Adviser so that the specific issue can be addressed and resolved.

Client and Plan Sponsor agree that any Party can execute this Agreement, and any future agreements, additions, or amendments thereto, by computer or other electronic device, including internet, telephonic and wireless devices. Client and Plan Sponsor agree that by clicking on an "Agree," "Execute," "Finish," "Sign," "Submit Application," or other similarly worded button or entry field with a mouse, keystroke or other device, this Agreement, and any future agreements, additions or amendments thereto will be legally binding and enforceable and will be the legal equivalent of a handwritten signature on an agreement that is printed on paper.

Adviser shall exercise commercially reasonable efforts to confirm that any subcontractors and third-party service providers engaged by Adviser have implemented appropriate cybersecurity measures. Nonetheless, by signing this Agreement, Client and Plan Sponsor each acknowledge and affirm that Adviser cannot guarantee the efficacy of such measures, over which Adviser has no control.

11. Assignment

This Agreement may not be assigned (within the meaning of the Advisers Act) by any Party without the prior consent of the other Party(ies). Client, on behalf of the Plan, acknowledges and agrees that transactions that do not result in a change of actual control or management will not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act. Client, on behalf of the Plan, further acknowledges and agrees that if there is a pending assignment of this Agreement (within the meaning of Advisers Act), Client will be provided with written notice of such event. If Client does not object to such assignment in writing within 60 days, the Client will be deemed to have consented to the assignment, and Services will continue to be provided for the benefit of the Plan under the terms and conditions of this Agreement.

12. Governing Law; Disputes

Except to extent preempted by other applicable law to the Plan, the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, will be governed by the laws of the State of Texas (without regard to choice of laws principles).

13. Miscellaneous

(a) This Agreement shall be applicable only to the Services provided by Adviser to or for the benefit of the Plan.

(b) This Agreement represents the complete agreement of the Parties with regard to the subject matter as it relates to discretionary investment advice, acknowledging that this Agreement supersedes any prior understanding or agreement, oral or written with respect to that subject matter, but the Parties acknowledge the existence of other agreements as it relates to the Financial Education program.

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(c) To the fullest extent permissible under applicable law, Adviser may propose to amend this Agreement upon written notification to Client, and such amendment shall become effective upon the earlier of (i) Adviser's receipt of Client's written consent to the proposed amendment, or (ii) Client's failure to object to the proposed amendment in writing within 60 days of notification. If Client should object to the proposed amendment in writing within the 60-day period following notification, and the Parties cannot come to an agreement as to the proposed amendment, if requested by Client Adviser will continue to provide Services pursuant to this Agreement (un-amended) for a reasonable period (not to exceed 60 additional days) to allow Client to engage a new investment advisor for the Plan.

(d) Each person executing this Agreement on behalf of a Party represents and warrants that he/she is authorized, without the need of further approval or consent from any other person or entity, to execute this Agreement, and that upon execution of this Agreement it will constitute a valid and binding obligation of a Party.

(e) In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Agreement shall not in any way be affected or impaired thereby.

(f) Adviser, its officers, employees, and agents, may advise or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser advises or takes with respect to the Investment Options available to Participants under the Plan. Client expressly acknowledges and understands that Adviser shall be free to render the Services to others and Adviser does not make its services available exclusively to Client or the Plan. Nothing in this Agreement shall impose upon Adviser any obligation to recommend (or select, as the case may be) for the Plan's purchase or sale any security which Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client.

14. Adviser's Services and Fees – Specific Selections

(a) **Selection of Investment Options:** Within the asset classes, styles and investment categories identified in the Plan's investment policy, or otherwise selected by Client and identified to Adviser in writing:

☐ ***Non-Discretionary Advice (Consulting) Only).*** Adviser shall furnish Client with non-discretionary advice only, and Client shall retain the ultimate responsibility and authority for all decisions to select, retain, freeze terminate, replace, and/or take other prudent action in regards to Investment Options made available to Participants under the Plan. If this option is selected, Client has ultimate responsibility for deciding any course of action, including any decision to accept or deviate from Adviser's recommendations.

☒ ***Discretionary Advice (Investment Management).*** Adviser shall have the responsibility and authority to select, retain, freeze, terminate, replace, and/or take other prudent action in regards to the Investment Options made available to Participants under the Plan on a discretionary basis.

(b) **Additional Excluded Assets, If Any.** In addition to the Excluded Assets set forth in Section 2 of this Agreement (brokerage window investments, employer stock, Alternative Investments), Client intends to offer (or may offer) as investment options under the Plan the following additional asset classes or investments, which shall also be treated as Excluded Assets under this Agreement:

_____
_____
_____
_____

(c) **Adviser's Fees:** For all of its Services, the Fees that Adviser will receive under Section 6 of this Agreement shall be

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calculated and paid as follows:

☒ ***Asset-Based Fees.*** Adviser shall receive an annual fee, billed and payable quarterly in arrears, equal to the sum of: 0.04% on assets

For this purpose, "assets" shall include the total gross value of Client's Investments calculated as of the end of the previous quarter (as reported by Client's custodian(s) or pursuant to the Adviser's Valuation Policy, as amended from time to time) disregarding any Excluded Assets.

☒ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Annual Retainer Fee.*** Adviser shall receive an annual retainer fee of $_____, which shall be billed and payable quarterly in arrears. After the passage of the three (3) years, the annual retainer fee will increase to an amount mutually agreed upon by the parties.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***One Time Service Fee.*** Adviser shall receive a one-time fee of $_____, which shall be billed and payable in arrears upon the completion of any project explicitly listed as a one time project in Appendix I.

☐ ***Invoice Client.*** Adviser shall invoice Client for payment of Fees.

☐ ***Invoice/Debit Recordkeeper.*** Adviser shall invoice or have recordkeeper pay Fees.

☐ ***Other Fees for Participant Education (as applicable)*** Adviser shall receive fees in the amount of $____ per day for participant education meetings.

Any compensation received from Client's service provider by the Adviser, directly attributable to Client's plan will be used to offset the above fee. Such compensation may include commissions and/or additional compensation; commissions are a percentage of the account invested in a particular product, additional discretionary compensation may be paid by a recordkeeper (from their corporate assets, not the plan's assets) based on the type of work and size/scale of business handled by an advisor. In no event will the compensation received be greater than the above stated fee level.

[END OF TEXT; SIGNATURES TO FOLLOW]

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Executed as of _____

ORGANIZATION: Galveston County

_____
(Signature of Plan Sponsor, on its own behalf, and that of the Plan unless another responsible plan fiduciary shall act on behalf of the Plan)

Name:

Title:

Address:

_____
(Signature of Plan Committee or other responsible plan fiduciary – only required if different than Plan Sponsor

_____
(Name of Plan Committee or other responsible plan fiduciary)

Agreed and accepted 8/6/2025 | 11:59 AM CDT
NFP Retirement, Inc.

By: DocuSigned by: Jessica Espinoza 7D85E8FB06624CC...

Title: Managing Director

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Appendix I – Adviser's Services

☑ **Plan Sponsor Investment Advisory Services**

- Investment Structure Evaluation and Ongoing Review
- Fee Structure Evaluation and Ongoing Review
- Investment Policy Statement Development and Management
- Review and Analysis of Existing Managers / Mutual Funds
- Target Date Fund Suitability Review and Selection
- QDIA Suitability Review
- Short-term Cash Alternatives Review and Selection
- Investment Manager / Mutual Fund Searches
- Investment Manager / Mutual Fund Monitoring
- Performance Reporting and Review
  - ☒ Quarterly
  - ☐ Semi- Annual
  - ☐ Annual
- Meeting Minutes to Document Committee Discussions and Actions

☑ **Plan Sponsor Fiduciary Support Services**

- Fiduciary Calendar and Plan Management Fiduciary Diagnostic™
- Fiduciary Training and Education
- Plan and Benefit Design Evaluations
- Regulatory / Legislative Updates and Case Law Interpretation
- Monthly Plan Sponsor Newsletter
- Virtual Fiduciary File to Organize and Store Plan Documents

☑ **Provider Analysis and Fee Benchmarking Services (every 3 years)**

- Competitive Analysis of Provider Services, Investments, and Costs of Incumbent and Top 4 Bidding Providers
- Comparisons of Fees and Revenues for Recordkeeping Related Services, Investment Management Related Services, Per Item Administrative Fees, and Transactional Fees
- Evaluation of Administrative, Recordkeeping, Compliance, Technology, Investment Management, and Employee Communications Services
- Investment Quality Comparisons for All Bidding Providers
- Negotiation of Incumbent's Fees and Revenues, Plan Lineup Changes, and Service Commitments
- Assistance with Reviewing and Selecting an Appropriate Method for Allocating Plan Fees / Credits among Participants
- Assistance with Selecting, Coordinating, and Reviewing Service Provider Finalist Presentations
- Meeting Minutes to Document Discussions and Actions

☐ **Plan Participant Investment Advisory Services**

- On-site Group Education / Advice Meetings (Virtual)

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☐ **Additional Services (separate fee may apply)**

☐ Asset Allocation and Investment Management Services (This is a fiduciary service).

Investment Options will initially be asset allocation models. Adviser shall provide, monitor, and adjust (when prudent) asset allocation models ("Models") designed to assist Plan participants in finding the asset mix which is most likely to meet their investment objectives within acceptable parameters. Asset class sub-types may include, but are not limited to, domestic large cap value equity, domestic large cap growth equity, domestic mid-cap value equity, domestic mid-cap growth equity, domestic small cap value equity, domestic small cap growth equity, international equity, core fixed income, short term fixed income, high yield fixed income, and other appropriate asset classes and investments.

The Plan's participants and beneficiaries are expected to have different investment objectives, time horizons, and risk tolerances. To meet these varying investment needs, participants and beneficiaries will be able to elect a Model that will direct their account balances into investments among a range of options to construct a diversified portfolio that falls within a reasonable span of the risk/return spectrum. Participants and beneficiaries alone bear the risk of investment results from the investments selected, including investment allocation pursuant to selection of a Model.

The Adviser shall direct the rebalancing of accounts utilizing the Models pursuant to each Model's designed asset allocation on a regular basis. The Client shall delegate all necessary discretion and authority to The Adviser with regard to creation and monitoring of Models. Model monitoring will be ongoing. Model adjustment and rebalancing when considered prudent by The Adviser.

Investment Options may eventually include, as appropriate, investment options that are in the nature of "managed accounts" and/or "manager-provided models". Investment Options may also include collective investment trust vehicles including but not limited to any such fund maintained by an affiliate of Adviser, or any such fund for which Adviser or an affiliate of Adviser provides investment advisory or other services, if allowed under applicable law. In evaluating potential Investment Options, The Adviser will evaluate the underlying investments of each potential investment alternative.

In the event Models are utilized as the Investment Options, The Adviser will also provide the design of three glidepath models for different levels of investment risk and provides an asset allocation model to correspond to the three glidepath models. No additional fee will be charged for the multi-glidepath design of the models.

In addition to the fees noted in Section 14, a separate advisory fee will be charged for assets in the Models as noted below:

An annual fee of 0.10% on all assets in the model portfolios.