



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

### **SPECIAL MEETING**

### **AGENDA**

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

Mark Henry  
County Judge

Darrell Apffel  
Commissioner, Precinct 1

Joe Giusti  
Commissioner, Precinct 2

Stephen Holmes  
Commissioner, Precinct 3

Robin Armstrong, MD  
Commissioner, Precinct 4

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**Monday, January 22, 2024**

**9:30 AM**

**CALDER MEETING LOCATION**

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**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 1/12/2024 and 1/22/2024
- \*2. Order for payroll ending 1/17/2024 bi-weekly #2
- \*3. Order for supplemental payroll period ending 1/17/2024 bi-weekly #2
- \*4. Quarterly audit report for the Sheriff's office Tax Sale Division for period of 10/1/2023 - 12/31/2023
- \*5. Internal audit report of the inventory of fixed assets of the Facilities Department with response letter from Mark Garcia, Assistant Facilities Director, dated 1/2/2024
- \*6. Receive and file Refund Check List from Odyssey submitted by the County Clerk
- \*7. Receive and file Summary of Bi-weekly Personnel Movements pay period #1, December 21 2023 - January 1, 2024 submitted by Human Resources

- \*8.** Receive and file Civil, Probate and Real Property Fee Schedules effective 1/1/2024 submitted by the County Clerk
- \*9.** Receive and file Civil and Family Fee Schedules effective 1/1/2024 submitted by the District Clerk
- \*10.** Receive and file December 2023 personal bond/collections monthly report submitted by Personal Bond/Collections
- \*11.** Consideration of a resolution honoring the retirement of Thomas Youngblood from the Parks and Cultural Services submitted by Commissioner, Precinct 2
- \*12.** Consideration of approval and execution of the service agreement with CPS HR Consulting to provide executive recruitment services to assist the County with the hiring of a new Human Resources Director submitted by Human Resources
- \*13.** Consideration of authorizing the County Judge to sign Placeholder Enrollment Data Exchange Authorization form in order for Guardian to exchange data with Apex Engagement Solutions (member enrollment information) submitted by Human Resources
- \*14.** Consideration of approval of appointment to the Galveston County Emergency Services District #2 submitted by Commissioner, Precinct 2
- \*15.** Consideration of accepting a donation of concrete rip-rap from Richard Nielsen submitted by Legal Services Manager
- \*16.** Consideration of approval for the Galveston County Parks and Cultural Services Department to accept a donation of a park bench from the Rotary Club of Dickinson to be installed outside of the Dickinson Community Center, submitted by Parks and Cultural Services Department
- \*17.** Consideration of acceptance of cost estimate 100590-23-56H and acceptance form for Alpha Testing for Galveston County Road & Bridge facility submitted by Facilities
- \*18.** Receive and file notice of advertising solicitation of RFP B241016 Gulf Coast Mental Health Crisis Unit Construction for January 19, 2024, and January 26, 2024, submitted by Legal Services Manager
- \*19.** Receive and file notice to terminate purchase and sale agreement with Shopping Center Interests, LLC for the sale of approximately 10 acres of land located at 54th Street and Broadway Blvd. in the City of Galveston Texas, submitted by Legal Services Manager
- \*20.** Consideration of reinstatement and first amendment to purchase and sale of approximately 10 acres of land located at 54th Street and Broadway Blvd. in the City of Galveston, Texas with Shopping Center Interests, LLC submitted by Legal Services Manager
- \*21.** Consideration of approval of Commercial Real Estate Listing Agreement for property formerly occupied by the Children's Center at 1424 45th Street Galveston submitted by Legal Services Manager



- \*22.** Consideration of approval of support renewal for Varonis DatAdvantage, DatAlert, and DatAnswers with Freeit Data Solutions for file server auditing submitted by Information Technology
- \*23.** Consideration for authorization to extend the contract for RFP #B232009 Community Preparedness Program Administrator on behalf of the Emergency Management submitted by the Purchasing Agent
- \*24.** Consideration for authorization to dispose of salvage or surplus property submitted by the Purchasing Agent
- \*25.** Receive and file Local Government Purchasing Cooperative - BuyBoard check submitted by the Purchasing Agent
- \*26.** Receive and file contract extension for amendment no. 17 to the GLO contract #10-5052-000-5028 (Round 1) submitted by the County Engineer
- \*27.** Receive and file contract extension for amendment no. 4 to the GLO contract #16-209-000-9676 (Round 2.3) submitted by the County Engineer
- \*28.** Consideration of acknowledging receipt of a sand pit permit application from Sidney Bouse on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer
- \*29.** Consideration of authorizing the County Judge to execute a drainage easement to City of Kemah submitted by Platting & Right-of-Way
- \*30.** Consideration of approval of Standefer Estates Section "A" subdivision plat submitted by Platting & Right-of-Way
- \*31.** Consideration of approval of Walters Addition No. 1 subdivision plat submitted by Platting & Right-of-Way
- \*32.** Consideration of approval of application from Todd Eckhardt for a partial replat of San Leon Farms Home Tracts submitted by Platting & Right-of-Way
- \*33.** Consideration of acceptance of scope of work and cost increase award for Paul Hopkins Park Hurricane Harvey (electric) repair and mitigation from the Federal Emergency Management Administration as submitted by Professional Services
- \*34.** Receive and file Acknowledgment of Interlocal Cooperation Agreement signed by Galveston County Medical Examiner and respective Galveston County Deputy Medical Examiners submitted by Legal Services Manager
- \*35.** Consideration of approval for the County Judge to sign the Hartford CrimeShield advanced renewal application for commercial, non-profit and governmental entities submitted by Legal Services Manager

- \* Consideration of approval of the following budget amendments submitted by Professional Services:
- \*36. 24-56-0122-A  
Professional Services- Request transfer from American Rescue Plan Stimulus Mental Health - Other Financial Assistance to CIP Buildings to fund EOU project
- \*37. 24-57-0122-B  
Facilities- Request transfer from General Fund - Budgeted Reserves to Facilities Services and Maintenance - Building Improvements to fund Change Order No.2 for the Justice Center project
- \*38. 24-58-0122-C  
Law Library - Request transfer from Law Library - Budgeted Reserves to Law Library - Book, Periodicals, and Subscriptions to fund vendor invoices

**Action Agenda**

**Purchasing**

- 39. Consideration of approval RFP #B241012, Miscellaneous Asphalt Paving and authorizing the County Judge to execute the contract submitted by Road & Bridge on behalf of Purchasing Agent

**Right of Way**

- 40. Receive public comments on Sunset Estates replat
- 41. Consideration of approval, approval with conditions or disapprove of Sunset Estates replat
- 42. Receive public comments on Avenue Acres replat
- 43. Consideration of approval, approval with conditions or disapprove of Avenue Acres replat

**Tax Assessor Collector**

- 44. Consideration of request of tax refunds in excess of \$2,500.00 submitted by the Tax Assessor/Collector

**Adjourn**

**Workshop Agenda**

- 45. Discuss Enterprise Fleet Management submitted by Road & Bridge Department
- 46. Discussion of American Rescue Plan Act (ARPA) updates submitted by Professional Services

**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**

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

**\*1.**

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Approval of the accounts payable checks dated 1/12/2024 and 1/22/2024

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 11:19 am



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*2.**

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Order for payroll ending 1/17/2024 bi-weekly #2

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 11:22 am



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*3.**

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Order for supplemental payroll period ending 1/17/2024 bi-weekly #2

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 11:23 am



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*4.**

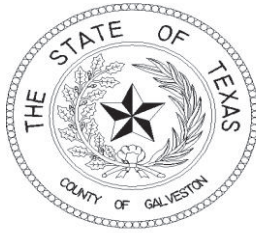
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Quarterly audit report for the Sheriff's Office Tax Sale Division for period of 10/1/2023 - 12/31/2023

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 2:42 pm

# GALVESTON COUNTY



## Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor  
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4<sup>th</sup> Floor, Galveston, TX 77550

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January 22, 2024

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for the Sheriff's Office Tax Sale Division. The audit covered the period from October 2023 through December 2023.

Sincerely,

*Randall Rice CPA*

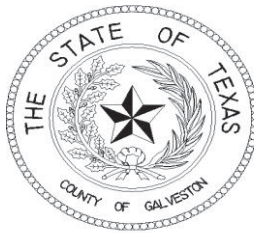
Randall Rice CPA  
County Auditor

cc: Henry Trocheset, Galveston County Sheriff

Attachment: Quarterly Audit Report, Sheriff's Office Tax Sale Division



# GALVESTON COUNTY



## Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor  
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4<sup>th</sup> Floor, Galveston, TX 77550

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January 4, 2024

Henry Trochesset  
Galveston County Sheriff  
601 W. 54<sup>th</sup> Street  
Galveston, TX 77551

Sheriff Trochesset:

The Galveston County Auditor's Office has examined the financial records and administrative procedures related to the fees collected by the Sheriff's Office Tax Sale Division for the months of October 2023 through December 2023. The objectives of the examination were to (1) verify all proceeds from the tax sale were deposited in the bank and recorded accurately and completely in Odyssey and (2) all proceeds were distributed in accordance with Tax Code (TC) §34.02 Distribution of Proceeds and TC §34.06 Distribution of Proceeds of Resale. No errors were detected in the deposit and distribution of proceeds from the Sheriff's Office Tax Sale Division during the audit period.

### **Management of Collections**

A bank reconciliation properly performed and adequately supported is one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the tax sale account and assists in preventing the misuse of funds. The bank reconciliation process compares the Odyssey payment report and check register to the bank statements. Any discrepancies are noted on the bank reconciliation as adjustments. Internal Audit reviewed the bank reconciliations for the audit period. No discrepancies were noted during the audit period.

This report will be submitted to Commissioners Court on January 22, 2024. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

*Randall Rice CPA*

Randall Rice CPA  
County Auditor



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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(409) 766-2244

**\*5.**

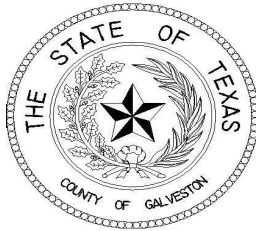
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Internal audit report of the inventory of fixed assets of the Facilities Department with response letter from Mark Garcia, Assistant Facilities Director, dated 1/2/2024

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 12:55 pm

# GALVESTON COUNTY



## Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor  
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4<sup>th</sup> Floor, Galveston, TX 77550

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January 22, 2024

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the inventory of fixed assets of the Facilities Department. Also attached is the response letter from Mr. Mark Garcia, Assistant Facilities Director, dated January 2, 2024.

Sincerely,

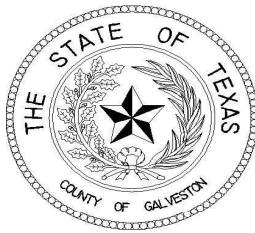
*Randall Rice CPA*

Randall Rice CPA  
County Auditor

cc: Mr. Mark Garcia, Assistant Facilities Director

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

# GALVESTON COUNTY



## Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor  
Madeline Walker CPA CFE, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4<sup>th</sup> Floor, Galveston, TX 77550

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December 21, 2023

**To:** Mark Garcia  
Assistant Facilities Director

**From:** Cynthia Hicks  
Internal Auditor I

**Re:** Facilities Department, Inventory of Fixed Assets

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An inventory of fixed assets of the Facilities Department was conducted from December 11, 2023 through December 21, 2023. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the Facilities Department have been accounted for at the time of the inventory and the information in ONESolution is complete and accurate. All fixed assets were accounted for during the inventory.

### **Fixed Asset Identification (FAID)**

The Galveston County Purchasing Policies and Procedures Manual (March 7, 2018) requires the custodial department to properly tag and document receipt of each fixed asset. The Purchasing Asset Coordinator assigns a unique FAID number to each fixed asset. The FAID is recorded in ONESolution and a decal reflecting the number is affixed to the vehicle or piece of equipment.

**Finding:** Two assets do not have a decal affixed to them, reflecting the fixed asset identification number (FAID): John Deere Zero Turn Radius Mower (Serial Number 1TCZ997REPD100975, FAID 33264) and JLG Drivable Electric Scissor (Serial # 200194173, FAID 30309). The department is already in the process of correcting this.

**Recommendation FD-24-01:** To ensure compliance with the Purchasing Agent Policies & Procedures Manual, the department should notify the Purchasing Asset Coordinator to replace all missing or unreadable FAID decals.

### **Semi-Annual Fixed Asset Inventory**

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

The Facilities Department performed an inventory of fixed assets in May, 2023. The Asset Custody Verification Forms, dated June 5, 2023, were submitted to the Purchasing Asset Coordinator.

### **Fixed Asset Transfer**

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) 12.4(d) states, "The transfer of all other fixed property equipment from one department to another shall be documented on Form FA-02, Asset Transfer Report for Fixed Assets Other Than Information Technology Equipment. This form must be signed by both the transferring Department's Asset Custodian and the Purchasing Asset Coordinator." Form FA-02 was properly submitted to the Purchasing Department for all transferred assets.

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

cc: Randall Rice CPA, County Auditor  
Madeline Walker CPA, CFA, First Assistant County Auditor  
Rufus Crowder CPPO, CPPB, Purchasing Agent



**COUNTY of GALVESTON**  
COUNTY COURTHOUSE

**Facilities & Maintenance**  
722 MOODY AVENUE 6<sup>th</sup> FLOOR GALVESTON, TEXAS 77550  
Phone: 409-766-2384

Mark A. Garcia  
Asst. Facilities Director

Debra J. Belany  
Administrative Coordinator

January 2, 2024

To Randall Rice

From: Mark A. Garcia

RE: Response to FY2024 Facility Department fixed asset Audit

Mr. Rice:

The following is my response to the inventory of fixed assets of the Facilities Department which was conducted between December 11, 2023 through December 21, 2023.

**Finding:** two assets do not have a decal affixed to them, reflecting the fixed asset identification number (FAID): John Deere Turn Radius Mower (Serial Number 1TCZ997REPD100975, FAID 33264) and JLG Drivable Electric Scissor lift (Serial # 200194173, FAID 30309) The department is already in the process of correcting this,

**Response:** We received the decals in question from Mr. Nolan on the afternoon on December 21, 2023. I Mark A. Garcia gave SGT Gills with the Sheriff department the decal for the John Deere Zero Turn to be installed on December 27, 2023. I Mark A. Garcia then installed the Decal on the JLG Scissor lift on January 2, 2024. We will work on getting these on new assets ASAP. I would like to thank Cynthia Hicks and Mr. Nolan for assistance with completing this audit.

Sincerely,  
*Mark A. Garcia*  
Mark Garcia



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*6.**

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Receive and file Refund Check List from Odyssey submitted by the County Clerk.

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 4:27 pm

# Check Register

Batch Number: 9519

HENRY O. DUGIE

Payor ID: HENRY O. DUGIE

Account ID: ODY - County Clerk

Bank ID: PROSPERITY BAN

User ID: SHOEMAKEM

Payee Name	Check No - Check Date	Printed Date - Time	Net Amount
JAVIER DE LA TORRE	21901	12/8/2023 08:04:04	113.00
TOTAL BY ACCOUNT:	1		\$113.00

Account ID: ODY - District Clerk

Bank ID: PROSPERITY BAN

User ID: SHOEMAKEM

Payee Name	Check No - Check Date	Printed Date - Time	Net Amount
George Willis Clayton	2801	12/8/2023 08:04:04	1.00
TOTAL BY ACCOUNT:	1		\$1.00

Account ID: ODY - Justice Admin

Bank ID: PROSPERITY BAN

User ID: SHOEMAKEM

Payee Name	Check No - Check Date	Printed Date - Time	Net Amount
Texas Department of Safety Restitution Accounting	311299	12/8/2023 08:04:05	20.00
Gary Kent Syfert	311300	12/8/2023 08:04:06	23.65
Chris Michael Griffin	311301	12/8/2023 08:04:06	454.62
Janet Stricklin	311302	12/8/2023 08:04:07	35.14
Albert Matties	311303	12/8/2023 08:04:08	152.06
Marsha Martin	311304	12/8/2023 08:04:08	334.53
Texas Department of Safety Restitution Accounting	311305	12/8/2023 08:04:09	80.00
Texas Department of Safety Restitution Accounting	311306	12/8/2023 08:04:09	4.00
TEXAS DEPARTMENT OF HUMAN SERVICES	311307	12/8/2023 08:04:10	850.00
Aniah Whitehurst	311308	12/8/2023 08:04:11	363.00
tx dept of public safety	311309	12/8/2023 08:04:11	40.00
EMR ELEVATOR, INC	311310	12/8/2023 08:04:12	285.00
FIRST FINANCIAL ASSET MANAGMENT	311311	12/8/2023 08:04:13	115.00
Darwin Castellanos	311312	12/8/2023 08:04:13	500.00
Texas Department of Safety Restitution Accounting	311313	12/8/2023 08:04:14	165.00
INDUSTRIAL MATERIAL CORP C/O JASON LEVY	311314	12/8/2023 08:04:15	900.00
Texas Department of Safety Restitution Accounting	311315	12/8/2023 08:04:15	120.00
VELOCITY AUTO	311316	12/8/2023 08:04:16	200.00
MARGARET GLOVER	311317	12/8/2023 08:04:17	60.00
Texas Department of Safety Restitution Accounting	311318	12/8/2023 08:04:17	5.00
James Hampton TGRV LP	311319	12/8/2023 08:04:18	300.00
CODY LONGORIA	311320	12/8/2023 08:04:18	320.00
Texas Department of Safety Restitution Accounting	311321	12/8/2023 08:04:19	35.00
Texas Department of Safety Restitution Accounting	311322	12/8/2023 08:04:20	120.00
JAMES CHAMBERS	311323	12/8/2023 08:04:20	290.00
Davin Strickland	311324	12/8/2023 08:04:21	364.00
Richard Diane stiles	311325	12/8/2023 08:04:22	40.00
Texas department of public safety	311326	12/8/2023 08:04:22	60.00
GULF COAST EDUCATORS FEDERAL CREDIT UNION	311327	12/8/2023 08:04:23	150.00
Texas Department of Safety Restitution Accounting	311328	12/8/2023 08:04:23	60.00
Texas Department of Safety Restitution Accounting	311329	12/8/2023 08:04:24	114.00

Printed Date: 12/8/2023

Printed Time: 8:10:09AM



**HENRY O. DUGIE  
GALVESTON COUNTY TREASURER**

Check Number: **OD00021901**  
Check Date: **12/08/2023**

Case Number	Reference	Description	Amount
MD-0411505	1697067	The State of Texas vs. JAVIER DE LA TORRE	113.00
Check Total:			113.00

JAVIER DE LA TORRE  
1029 IVORY AVE  
RIO GRANDE CITY TX 78582

Comments:



HENRY O. DUGIE  
GALVESTON COUNTY TREASURER  
(409) 770-5395  
722 Moody Ave, 4th Floor  
Galveston, Texas 77550

PROSPERITY BANK  
[www.prosperitybankusa.com](http://www.prosperitybankusa.com)

**OD00021901**  
**12/08/2023**

PAY THE AMOUNT OF:  
**ONE HUNDRED THIRTEEN US DOLLARS AND NO CENTS**

**\$113.00**

TO THE ORDER OF:  
**JAVIER DE LA TORRE  
1029 IVORY AVE  
RIO GRANDE CITY TX 78582**

**NON NEGOTIABLE**



HENRY O. DUGIE  
GALVESTON COUNTY TREASURER  
(409) 770-5395  
722 Moody Ave, 4th Floor  
Galveston, Texas 77550

**JAVIER DE LA TORRE  
1029 IVORY AVE  
RIO GRANDE CITY TX 78582**

# Check Register

Batch Number: 9537

<b>HENRY O. DUGIE</b>		<b>Payor ID: HENRY O. DUGIE</b>	
<b>Account ID: ODY - County Clerk</b>	<b>Bank ID: PROSPERITY BAN</b>	<b>User ID: COOPERC</b>	
<b>Payee Name</b>	<b>Check No - Check Date</b>	<b>Printed Date - Time</b>	<b>Net Amount</b>
Thomas Ivey	21902	12/22/2023 09:58:27	88.00
TOTAL BY ACCOUNT:	1		<b>\$88.00</b>
<b>Account ID: ODY - District Clerk</b>	<b>Bank ID: PROSPERITY BAN</b>	<b>User ID: COOPERC</b>	
<b>Payee Name</b>	<b>Check No - Check Date</b>	<b>Printed Date - Time</b>	<b>Net Amount</b>
Perdue, Brandon	2802	12/22/2023 09:58:31	170.00
Linebarger	2803	12/22/2023 09:58:34	155.00
Shelburne J. Veselka	2804	12/22/2023 09:58:38	150.00
PERDUE BRANDON FIELDER COLLINS & MOTT	2805	12/22/2023 09:58:42	364.60
TOTAL BY ACCOUNT:	4		<b>\$839.60</b>
<b>Account ID: ODY - Justice Admin</b>	<b>Bank ID: PROSPERITY BAN</b>	<b>User ID: COOPERC</b>	
<b>Payee Name</b>	<b>Check No - Check Date</b>	<b>Printed Date - Time</b>	<b>Net Amount</b>
WALTER PREMIRELLI	311398	12/22/2023 09:58:45	20.00
Johnny Labum	311399	12/22/2023 09:58:48	70.00
SARA MINOR	311400	12/22/2023 09:58:52	250.00
Texas Department of Safety Restitution Accounting	311401	12/22/2023 09:58:56	115.00
LAURA HOLCOMB	311402	12/22/2023 09:58:59	138.00
Sprint Attn:Michael Brandburger	311403	12/22/2023 09:59:03	81.32
Texas Department of Safety Restitution Accounting	311404	12/22/2023 09:59:06	40.00
Bruce Howard Nelson	311405	12/22/2023 09:59:10	100.00
EMR ELEVATOR, INC	311406	12/22/2023 09:59:13	100.00
MARGARET GLOVER	311407	12/22/2023 09:59:17	60.00
Texas Department of Safety Restitution Accounting	311408	12/22/2023 09:59:20	5.00
Texas Department of Safety Restitution Accounting	311409	12/22/2023 09:59:23	5.00
Texas Department of Safety Restitution Accounting	311410	12/22/2023 09:59:27	30.00
Texas Department of Safety Restitution Accounting	311411	12/22/2023 09:59:30	20.00
Dr. Ian Q.R. Thomas	311412	12/22/2023 09:59:34	20.00
ALECIA HAYNES	311413	12/22/2023 09:59:37	25.00
Michelle Heitman	311414	12/22/2023 09:59:40	490.00
DAVID JOHNSON	311415	12/22/2023 09:59:44	100.00
Texas Department of Safety Restitution Accounting	311416	12/22/2023 09:59:47	35.00
Texas Department of Safety Restitution Accounting	311417	12/22/2023 09:59:51	22.00
Texas Department of Safety Restitution Accounting	311418	12/22/2023 09:59:54	100.00
CYNTHIA WILSON	311419	12/22/2023 09:59:57	130.00
LAURA HOLCOMB	311420	12/22/2023 10:00:00	100.00
EZ PAWN #10209	311421	12/22/2023 10:00:04	400.00
CODY LONGORIA	311422	12/22/2023 10:00:07	160.00
Texas Department of Safety Restitution Accounting	311423	12/22/2023 10:00:10	20.00
Texas Department of Public Safety	311424	12/22/2023 10:00:13	150.00
Kemah PD	311425	12/22/2023 10:00:17	105.00

Printed Date: 12/22/2023

Printed Time: 10:09:14AM

**HENRY O. DUGIE  
GALVESTON COUNTY TREASURER**

Check Number: **OD00021902**  
Check Date: **12/22/2023**

Case Number	Reference	Description	Amount
PR-0080988	1539551	Estate of Zelma Lois Johnson, Deceased	88.00
Check Total:			88.00

Thomas Ivey  
1401 McKinney  
STE 1700  
Houston TX 77010

Comments:



HENRY O. DUGIE  
GALVESTON COUNTY TREASURER  
(409) 770-5395  
722 Moody Ave, 4th Floor  
Galveston, Texas 77550

PROSPERITY BANK  
www.prosperitybankusa.com

**OD00021902**  
**12/22/2023**

PAY THE AMOUNT OF:  
**EIGHTY EIGHT US DOLLARS AND NO CENTS**

**\$88.00**

TO THE ORDER OF:

**Thomas Ivey  
1401 McKinney  
STE 1700  
Houston TX 77010**

**NON NEGOTIABLE**



HENRY O. DUGIE  
GALVESTON COUNTY TREASURER  
(409) 770-5395  
722 Moody Ave, 4th Floor  
Galveston, Texas 77550

**Thomas Ivey  
1401 McKinney  
STE 1700  
Houston TX 77010**

# Check Register

Batch Number: 9549

DWIGHT SULLIVAN

Payor ID: DWIGHT SULLIVAN

Account ID: ODY - County Clerk

Bank ID: PROSPERITY BAN

User ID: COOPERC

Payee Name	Check No - Check Date	Printed Date - Time	Net Amount
Joy Lewis	21903	1/5/2024 11:13:42	30.00

TOTAL BY ACCOUNT:	1		\$30.00
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Account ID: ODY - District Clerk

Bank ID: PROSPERITY BAN

User ID: COOPERC

Payee Name	Check No - Check Date	Printed Date - Time	Net Amount
Perdue, Brandon	2806	1/5/2024 11:13:42	75.00
Linebarger	2807	1/5/2024 11:13:43	550.00
Linebarger Goggan Blair & Sampson, LLP	2808	1/5/2024 11:13:44	75.00

TOTAL BY ACCOUNT:	3		\$700.00
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Account ID: ODY - Justice Admin

Bank ID: PROSPERITY BAN

User ID: COOPERC

Payee Name	Check No - Check Date	Printed Date - Time	Net Amount
JAMES HENSON	311471	1/5/2024 11:13:44	494.00
JAMES HENSON	311472	1/5/2024 11:13:45	494.00
Texas Department of Safety Restitution Accounting	311473	1/5/2024 11:13:46	25.00
MONTAUK ENERGY HOLDING, LLC	311474	1/5/2024 11:13:46	500.00
TEXAS DEPARTMENT OF HUMAN SERVICES	311475	1/5/2024 11:13:47	200.00
Texas Department of Safety Restitution Accounting	311476	1/5/2024 11:13:48	50.00
INDUSTRIAL MATERIAL CORP C/O JASON LEVY	311477	1/5/2024 11:13:48	300.00
Kemah PD	311478	1/5/2024 11:13:49	105.00
Texas Department of Safety Restitution Accounting	311479	1/5/2024 11:13:49	70.00
Saul Tellez	311480	1/5/2024 11:13:50	220.00
Richard Diane stiles	311481	1/5/2024 11:13:51	80.00
David DeTinne	311482	1/5/2024 11:13:51	1,273.50
STATEWIDE SERVICES	311483	1/5/2024 11:13:52	544.00
J.B. Schmidt	311484	1/5/2024 11:13:53	17.50
Walter Treybig	311485	1/5/2024 11:13:53	5.00
Bruce Terry	311486	1/5/2024 11:13:54	2.50
Jamie Kay Tucker	311487	1/5/2024 11:13:55	95.00
Darwin Castellanos	311488	1/5/2024 11:13:55	200.00
LAURA LEAL	311489	1/5/2024 11:13:56	123.00
Texas Department of Safety Restitution Accounting	311490	1/5/2024 11:13:56	15.00
Texas Department of Safety Restitution Accounting	311491	1/5/2024 11:13:57	20.00
Johnny Labum	311492	1/5/2024 11:13:58	140.00
Texas Department of Safety Restitution Accounting	311493	1/5/2024 11:13:58	15.00
Juan Sotos	311494	1/5/2024 11:13:59	100.00
MELINDA REICH	311495	1/5/2024 11:14:00	250.00
John Charles Boridy	311496	1/5/2024 11:14:00	515.00
C/O MICHAEL GRAVES CLASSIC AUTO GROUP	311497	1/5/2024 11:14:01	1,630.89
KALEB APFFEL	311498	1/5/2024 11:14:01	610.00

Printed Date: 1/5/2024

Printed Time: 11:16:40AM

DWIGHT SULLIVAN  
GALVESTON COUNTY CLERK

Check Number: **OD00021903**  
Check Date: **01/05/2024**

Case Number	Reference	Description	Amount
PR-0081524	1564088	Guardianship of Miles Grayson Alexander Lewis, Incapacitated	30.00
Check Total:			30.00

Joy Lewis  
2207 Mission Steet  
Kemah TX 77565

Comments:



DWIGHT SULLIVAN  
GALVESTON COUNTY CLERK  
(409) 770-5395  
722 Moody Ave, 4th Floor  
Galveston, Texas 77550

PROSPERITY BANK  
[www.prosperitybankusa.com](http://www.prosperitybankusa.com)

**OD00021903**  
**01/05/2024**

PAY THE AMOUNT OF:  
**THIRTY US DOLLARS AND NO CENTS**

**\$30.00**

TO THE ORDER OF:  
**Joy Lewis**  
**2207 Mission Steet**  
**Kemah TX 77565**

**NON NEGOTIABLE**



DWIGHT SULLIVAN  
GALVESTON COUNTY CLERK  
(409) 770-5395  
722 Moody Ave, 4th Floor  
Galveston, Texas 77550

**Joy Lewis**  
**2207 Mission Steet**  
**Kemah TX 77565**



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*7.**

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Receive and file Summary of Biweekly Personnel Movements pay period #1, December 21 2023 - January 1, 2024 submitted by Human Resources

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/10/24 5:00 pm

# Summary of Bi-Weekly Personnel Movements Pay Period #1: December 21 2023 - January 3, 2024

Department	Positions		Current Appointments					Total	Current Movements					Current Separations					Total
	Budgeted		FT	HT	PT	HR	Res		Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Vol	Invol	Retire	Death	
General Government	4.00							0						0					0
Facilities	14.0							0						0					0
Fleet Management	14.0							0						0					0
County Records Management	1.0							0						0					0
Professional Services	4.0							0						0					0
Grant Administration	4.0							0						0					0
Road District #1	4.0							0						0					0
County Judge	4.0							0						0					0
County Commissioners	8.0							0						0					0
Tax Office	54.0							0	1					1					0
County Auditor	30.0							0						0					0
County Clerk	35.0							0	1				1	2					0
County Clerk Records Mgmt	3.0							0						0					0
County Clerk Records Archives	6.0							0						0					0
County Clerk Election Expense	6.0							0						0					0
Purchasing Agent	8.0							0						0					0
Veterans Service	3.0							0						0					0
Mental Health Court	3.0							0						0					0
Human Resources	6.0							0						0					0
District Court Administration	2.0							0						0					0
District Courts	19.0							0						0					0
County Courts	9.0							0						0					0
County Probate Court	6.0							0						0					0
Justice Courts	31.0							0						0					0
District Clerk	51.0	1						1						0	1				1
District Clerk- Child Support IV-D	1.0							0						0					0
District Attorney	74.0	1						1						0					0
Personal Bond Office	15.0							0						0					0
Collections Office	7.0							0						0					0
Magistrates	5.0							0						0					0
Sheriff	505.0	1						1	5		1			6	2			1	2
Constables	32.0							0						0					1
Child Welfare	1.0							0						0					0
Emergency Management	5.0							0						0	1				1
Courthouse Security	3.0							0						0					0
AgriLife Extension	9.0							0						0					0
County Engineer	5.0							0						0					0
Building Inspector	3.0							0						0					0
Contract Services	2.0							0						0					0
Information Technology	46.0							0						0	1				1
Print Center	2.0							0						0					0
County Parks	42.0							0						0					0
Senior Citizens Program	6.0							0						0					0
Parks-Beach Maintenance	2.0							0						0					0
Road & Bridge- Administration	4.0							0						0					0
Road & Bridge- Beach Maintenance	3.0							0						0					0
Road & Bridge-FM Lateral Road	41.0	1						1						0					0
Road & Bridge- Flood Control	13.0							0						0					0
Juvenile Justice	55.0	1						1						0					0
Mosquito Control	10.0							0						0					0
Right of Way	1.0							0						0					0
Seawall Maintenance	6.0							0						0					0
Nuisance Abatement	2.0							0						0					0
Economic Development	2.0							0						0					0
Grand Total	1237.0	5	0	0	0	0	0	5	7	0	0	2	0	9	5	0	0	1	0
Job Applications Received	105																		

\*\*Galv Cnty Production\*\*

Employee Pay Assignment Changes for Payroll Period : 12/21/2023 thru 1/3/2024

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	COOPER, CRYSTAL	FTBE	63 CHIEF DEPUTY COUNTY CLERK	1/1/2024		MP	\$108,392	4,168.92 B	TRANSFER
114000	County Clerk	CORONADO, ASIA R	FTBE	4 ACCOUNTING TECHNICIAN IV	12/21/2023		MP	\$49,570	1,906.54 B	PROMOTION
126100	District Clerk	BANDA, ZAIRA	FTBE	25 SENIOR DEPUTY COUNTY CLERK		1/1/2024	MP	\$38,840	1,493.85 B	TERMINATION
126100	District Clerk	MEDINA, DANIELLE E	FTBE	37 DEPUTY DISTRICT CLERK	12/21/2023		MP	\$33,551	1,290.42 B	APPOINTMENT
127100	District Attorney	SMITH, KORI A	FTBE	80 ATTORNEY I	12/21/2023		MP	\$76,899	2,957.65 B	APPOINTMENT
151519	Tax Assessor/Collector	BREMER, MARY L	FTBE	104 CUSTOMER SERVICE REP II	12/21/2023		MP	\$35,229	1,354.96 B	PROMOTION
151600	County Treasurer	DUGIE JR, HENRY O	ELEC	1 TREASURER		12/31/2023	0000		0.00 B	TERMINATION
159100	Information Technology	HUFFMAN, NICHOLAS S	FTBE	41 IT BUSINESS ASSET TECHNICIAN		12/27/2023	MP	\$36,990	1,422.69 B	TERMINATION
211133	Corrections-Sheriff	MARTINEZ, LEONEL	FTBE	71 CORRECTIONS OFFICER I		1/2/2024	MP	\$51,250	1,971.15 B	TERMINATION
211143	Patrol Division	SEPULVADO, MEAGAN C	FTBE	17 DEPUTY SHERIFF IV	12/21/2023		MP	\$69,000	2,653.85 B	CAREER LADDER
211143	Patrol Division	STINES, VINCENT A	FTBE	8 DEPUTY SHERIFF I	12/21/2023		MP	\$56,500	2,173.08 B	TRANSFER
211143	Patrol Division	VILLALBA, ANDY	FTBE	101 DEPUTY SHERIFF I	12/21/2023		MP	\$56,500	2,173.08 B	TRANSFER
211150	Warrant's - Sheriff's	HALL, TRAVIS LOREN	FTBE	1 CAPTAIN SHERIFF - WARRANTS	12/21/2023		MP	\$106,500	4,096.15 B	CAREER LADDER
211150	Warrant's - Sheriff's	JACKSON, REGINALD C	FTBE	13 DEPUTY SHERIFF V		12/31/2023	MN	\$71,500	2,750.00 B	TERMINATION
211163	Sheriff Services for ISDS	ALMENDAREZ, ANNIE C	FTBE	104 DEPUTY SHERIFF V -SCH LSN OFC	12/21/2023		MP	\$71,500	2,750.00 B	APPOINTMENT
211163	Sheriff Services for ISDS	BARAJAZ, STEVEN A	FTBE	102 DEPUTY SHERIFF IV	12/21/2023		MP	\$69,000	2,653.85 B	CAREER LADDER
211163	Sheriff Services for ISDS	BAUER, SCOTT F	FTBE	73 DEPUTY SHERIFF II	12/21/2023		MP	\$61,500	2,365.38 B	CAREER LADDER
223700	Constable Pct #1	HERNANDEZ, GABRIEL L	FTBE	4 DEPUTY CONSTABLE V		12/28/2023	MP	\$71,500	2,750.00 B	TERMINATION
256119	Post Program	PORTER, CORNELL	FTBE	40 JUVENILE SUPERVISION OFFICER	12/21/2023		MP	\$48,570	1,868.08 B	APPOINTMENT
291010	Emergency Management	TANNER, ADAM J	FTBE	409 HOMELAND SECURITY PLANNER	1/1/2024		MP	\$55,620	2,139.23 B	ACCT # CHANGE
291010	Emergency Management	YOUNG, ALYSSA R	FTBE	7 ADMINISTRATIVE ASSISTANT I		12/29/2023	MN	\$50,067	1,925.65 B	TERMINATION
312120	F.M. Lateral Road	HARPER, DAVID J	FTBE	33 HEAVY EQUIPMENT OPERATOR	12/21/2023		MP	\$35,229	1,354.96 B	APPOINTMENT



\*\*Galv Cnty Production\*\*

Employee Pay Assignment Changes for Payroll Period : 12/21/2023 thru 1/3/2024

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
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# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*8.**

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Receive and file Civil, Probate and Real Property Fee Schedules effective 1/1/2024 submitted by the  
County Clerk

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 6:03 pm



Dwight D. Sullivan, Galveston County Clerk  
Civil Fee Schedule

All New Cases (Not Including JP Appeals)	
Local Consolidated Civil Fee	\$213
State Consolidated Civil Fee	\$137
<b>Total</b>	<b>\$350</b>
Action Within Pending Case (Counterclaim, Cross-Action, Intervention, Contempt Action, Interpleader, Motion for New Trial, Motion To Reinstate, or Third-Party Action)	
Local Consolidated Civil Fee	\$35
State Consolidated Civil Fee	\$45
<b>Total</b>	<b>\$80</b>
Other Services	
Exemplified Copies	\$8 + \$1 per page
Certificate of Dormant Judgment	\$5
Certificate of No Appeal/Transcript of Civil Proceedings	\$5 + \$1 per page
Appeals Record	\$5 + \$1 per page
Transfers Out	\$5 + \$1 for each page or part of a page up to 10 pages, then for each page or part of a page \$0.10 per page
Certified Copies	\$5 + \$1 per page
Copies (Paper)	\$1 per page
Copies (Electronic)	\$1 for each page or part of a page up to 10 pages, then for each page or part of a page \$0.10 per page
Any Issuance	\$8
<u>(Services Including Issuance Fee)</u>	
Citation by Certified Mail with Registered Delivery	\$104.51



## Dwight D. Sullivan, Galveston County Clerk

### Probate Fee Schedule

All New Cases			
Local Consolidated Probate Fee		\$223	
State Consolidated Probate Fee		\$137	
Total		\$360	
Action within pending case (counterclaim, cross action, intervention, contempt action, adverse probate action, interpleader, motion for new trial, motion to reinstate or third-party action)			
Local Consolidated Probate Fee		\$75	
State Consolidated Probate Fee		\$45	
Total		\$120	
Below listed applications have flat fee and judge’s signature fee. Only applies if the instrument is filed after the 90th day after qualification or after the date of the extension by the court			
Inventory	\$ 27	Claims against Estate	\$10
Approving and Recording Bond	\$5	Administering Oath and Applications needing Judge’s Signature	\$2
Annual Account	\$27	Annual / Final Report	\$12
Wills held for Safekeeping	\$5	Documents exceeding 25 Pages	\$25
Transfers Out	\$5 + \$1 for each page or part of a page up to 10 pages, then for each page or part of a page \$0.10 per page	Appeals	\$5 + \$1 per page
Authenticated Copies	\$8 + \$1 per page	Letters	\$2 each
Copies (Paper)	\$1 per page	Search Fee	\$5
Certified Copies	\$5 + \$1 per page	Criminal History Check	\$10
Copies (Electronic)	\$1 for each page or part of a page up to 10 pages	then for each page or part of a page \$0.10 per page	
Documents including issuance and posting fee			
Application for Sale of Real or Personal Property	\$110	Final Account	\$110
Services including issuance fee			
Any Issuance		\$8	
Citation by Certified Mail (Restricted Delivery)		\$104.51	
Precept by Certified Mail (Restricted Delivery)		\$99.51	

**PROPERTY RECORDS  
FEES FOR GALVESTON COUNTY CLERK'S OFFICE**

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**INSTRUMENTS:**

<b>FEE FOR FIRST PAGE</b>	<b>\$ 5.00</b>
<b>RECORDS MANAGEMENT PRESERVATION FEE (LGC §118.0216)</b>	<b>\$10.00</b>
<b>ARCHIVE (LGC §118.011(f))</b>	<b>\$10.00</b>
<b>TOTAL FIRST PAGE</b>	<b>\$25.00</b>

1. Abstract of Judgment and Release, Deed, Deed of Trust, Oil and Gas Release, Mechanic's Lien, Release, Affidavit, Power of Attorney, Lis Pendens, Certificate, Assignment, Notice to Purchaser, Financing Statement and Other Records. (LGC §118.011(2))	\$25.00 First page \$ 4.00 additional page thereafter on which there are visible marks of any kind.
2. For all or part of each 8-1/2" x 11" attachment or rider. (LGC §118.011(2))	\$ 4.00
3. For each name in excess of 5 names that has to be indexed in all records in which the document must be indexed. (LGC §118.011(2))	\$ 0.25
4. Any document conveying interest in real property, which does not have the Grantee's address.	Penalty filing fee equal to the greater of \$25.00 or twice the statutory recording fee for the instrument is paid. (Tx.Prop.Code §11.003(2))
5. Certified Copies (LGC § 118.014) for the clerk's certification  Plus, a fee for each page or part of page	\$ 5.00  \$ 1.00
6. Stevedore Bond (OC§2351.051-.055)  For all or part of each 8-1/2" x 11" attachment or rider. (LGC §118.11(2))	\$33.00  \$ 4.00
7. Brand Registration (LGC §118.020)	\$ 25.00
8. Oath Administration (LGC§ 118.021)	\$ 1.00
9. Foreclosure Notice (TPC§51.002)	\$23.00
10. Posting Notice of Meeting (LGC §118.011(c) & TPC §51.002(f))	\$22.00

11. Filing Budgets (filed only) (LGC § 111.009, LGC § 111.040, & LGC § 102.005)	\$23.00
12. Certified Copy of Birth Certificate (LGC § 118.015) Certified Copy of Death Certificate (LGC § 118.015) Certified Copy of Marriage License	\$22.00 \$20.00  (\$4.00 each additional copy)  \$ 9.00
13. Filing Plats (per page) (LGC § 232.0021) 2 <sup>nd</sup> Page of original Plat or Mylar Additional Fee (per page for original Tax Certificates from each taxing unit with jurisdiction on the real property which also states that no delinquent ad valorem taxes are owed on the real property).	\$71.00 \$50.00 \$ 4.00
14. Marriage License (LGC § 118.018)	\$81.00
15. Declaration of Informal Marriage (LGC § 118.019)	\$46.00
16. DD 214 (Military Discharge) (LGC § 192.02)	No Fee
17. Federal Tax Lien (TPC § 14.005)	\$25.00
18. Federal Tax Release (TPC § 14.005)	\$25.00

**The county clerk may set and collect the following fee from any person:**

**Return Check (LGC § 118.0215) not less than \$15 or more than \$35.**

**The clerk shall charge reasonable fees for performing other duties prescribed or authorized by statute for which a fee is not prescribed by this chapter.**

**As per the Texas Business and Commerce Code, Section 9.501, effective July 1, 2001 Financing Statements (UCC) will no longer be filed in the County Clerk's Real Property Records. They will need to be filed with the Secretary of State's Office. This does not affect Financing Statements filed in the County Clerk's Real Property Records. The 82nd Legislature amended § 9.801 of the UCC prescribing new forms to be used effective July 1, 2013 with a grace period of 30 days (new forms must be used beginning August 1, 2013).**



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*9.**

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Receive and file Civil and Family Fee Schedules effective 1/1/2024 submitted by the District Clerk

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 6:06 pm

# **JOHN D. KINARD**

## **GALVESTON COUNTY DISTRICT CLERK**



### **CIVIL AND FAMILY CASES**

### **FILING AND SERVICE FEES**

**GALVESTON COUNTY  
DISTRICT CLERK**

600 59th Street, Room 4001  
Galveston, Texas 77551-2388

Effective January 1 , 2024



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## SECTION I

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### CLERK'S BASIC FILING FEE (NEW CIVIL SUIT)

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#### Civil Initial Base Filing Fees (Set Amounts)

State Consolidated Court Costs ((133.151) Gov't Code)	_____	\$137.00
Local Consolidated Court Costs ((133.151) Gov't Code)	_____	\$213.00
Total Filing Fees New Suit (NO SERVICE):		\$350.00

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### CLERK'S BASIC FILING FEE (OTHER CIVIL SUITS – NON-FAMILY)

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Application for Garnishment	_____	\$350.00
Bill of Review	_____	\$350.00
Condemnation Proceedings (Eminent Domain Suit)	_____	\$350.00
Delinquent Tax Suits	_____	\$350.00
Deposition Before Suit or to Investigate Claim Petition (202.2 TRC)	_____	\$350.00
Expunction Suit	_____	\$350.00
Foreign Judgment	_____	\$350.00
Fraudulent Lien Suit	_____	\$350.00
Judgment NISI	_____	\$350.00
Name Change	_____	\$350.00
Occupational License	_____	\$350.00
Petition for Non-Disclosure	_____	\$350.00
Transfer of Suit from Other County (Registration of Foreign Judgment)	_____	\$350.00

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**CLERK'S BASIC FILING FEE (ACTION WITHIN EXISTING CIVIL SUIT)**

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**Other Pleadings Required Filing Fee** (The following fees include a State Consolidated Court Cost of \$45 ((133.151) Gov't Code) and a Local Consolidated Court Cost of \$35 ((135.101) Gov't Code)

Contempt Action (51.317(b)(2) Gov't Code)	\$80.00
Cross-action/Counterclaim/Interpleader (51.317(b)(2) Gov't Code)	\$80.00
Intervention (51.317(b)(2) Gov't Code)	\$80.00
Motion for New Trial (51.317(b)(2) Gov't Code)	\$80.00
Third Party Action (51.317(b)(2) Gov't Code)	\$80.00
Notice of Appeal	\$80.00

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**FEES DUES AS SERVICE IS REQUESTED (CIVIL CASES)**

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**Issuance Fees**

Abstracting a Judgment (51.318(b)(5) Gov't Code)	\$8.00
Certification for Change of Name (45.106 Family Code)	\$10.00
Certified or Registered Mail Service (51.319(2) (Gov't Code) (Does not include issuance of citation)	\$85.00
Citation (51.317)(B) and (51.318)(b) Gov't Code)	\$8.00
Citation for Each Additional Defendant Served by and through the Commissioner of Insurance, Secretary of State, or Texas Highway Commission	\$12.00
Expunction of Records Notice by certified mail (Per Agency)	\$31.00
Expunction of Records Notice by Electronic Notification	\$16.00
Judgment NISI	\$12.00
Notice/Certified	\$8.00
Notice of Judicial Writ of Withholding	\$10.00
Order of Sale (51.318)(b) Gov't Code)	\$8.00
Precept	\$8.00
Show Cause Notice	\$8.00
Bill of Cost (51.319(3) Gov't Code)	\$10.00
Subpoena (51.318)(b) Gov't Code)	\$8.00
Temporary Injunction (51.318)(b) Gov't Code)	\$8.00
Temporary Restraining Order (51.318)(b) Gov't Code)	\$8.00
Service by Certified Mail*	\$85.00

*\*The service by certified mail fee DOES NOT include the \$8.00 issuance fee\**

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**FEES DUES AS SERVICE IS PERFORMED****(Continued)**

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Writ of Attachment (51.318)(b) Gov't Code) _____	\$8.00
Writ of Execution (51.318)(b) Gov't Code) _____	\$8.00
Writ of Garnishment (51.318)(b) Gov't Code) _____	\$8.00
Writ of Injunction (51.318)(b) Gov't Code) _____	\$8.00
Writ of Possession (51.318)(b) Gov't Code) _____	\$8.00
Writ of Sequestration (51.318)(b) Gov't Code) _____	\$8.00
Writ of Turnover (51.318)(b) Gov't Code) _____	\$8.00
Other Writs not listed (51.318 (b) Gov't Code) _____	\$8.00

## SECTION II

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### CLERK'S BASIC FILING FEE (ANNULMENT OR SUIT TO DECLARE MARRIAGE VOID) (Not Involving Children)

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#### Family Initial Base Filing Fees (Set Amounts)

State Consolidated Court Costs ((133.151) Gov't Code)	_____	\$137.00
Local Consolidated Court Costs ((133.151) Gov't Code)	_____	\$213.00
Total Filing Fees New Suit (NO SERVICE):		<b>\$350.00</b>

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### CLERK'S BASIC FILING FEE (DIVORCE INVOLVING CHILDREN AND WITHOUT CHILDREN)

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#### Family Initial Base Filing Fees (Set Amounts)

State Consolidated Court Costs ((133.151) Gov't Code)	_____	\$137.00
Local Consolidated Court Costs ((133.151) Gov't Code)	_____	\$213.00
Total Filing Fees New Suit (NO SERVICE):		<b>\$350.00</b>

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**CLERK'S BASIC FILING FEE (OTHER FAMILY MATTERS)**

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**Adoption Cases**

Adoption – Adult	\$350.00
Adoption Minor	\$350.00
Termination & Adoption	\$350.00

**Other Family Matters**

Application for Writ of Garnishment (After Judgment)	\$350.00
Applications for Writ of Habeas Corpus (New Family Case)	\$350.00
Bill of Review	\$350.00
Declaratory Judgment	\$350.00
Emancipation of Minor/Name Change/Other Family Code Title 2 Suits	\$350.00
Foreign Judgment	\$350.00
Grandparent Access	\$350.00
Paternity	\$350.00
Petition for Qualified Domestic Relationships Order (QDRO)	\$350.00
Protective Order Application (New Family Case)	\$350.00
Removal of Disabilities of a Minor	\$350.00
Severed Cause Action	\$350.00
Suit Affecting Parent-Child Relationship (SAPCR)	\$350.00
Suit to Enforce Divorce Decree	\$350.00
Termination of Parent Child-Relationship	\$350.00
Transfer of Suit from Other County - Not SAPCR	\$350.00
Transfer of Suit from Other County – SAPCR	\$80.00
UIFSA Suit (Uniform Interstate Family Support Act	\$350.00

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**CLERK'S BASIC FILING FEE (ACTION WITHIN EXISTING FAMILY SUIT)**

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**Other Pleadings Required Filing Fee** The following fees include a State Consolidated Court Cost of \$45 ((133.151) Gov't Code) and a Local Consolidated Court Cost of \$35 ((135.101) Gov't Code)

Counter-Petition (51.317(b) Gov't Code)	\$80.00
Intervention (51.317(b) Gov't Code)	\$80.00
Issuing and Delivering Withholding Order of Writ (110.004 Family Code)	\$15.00
Motion for Clarification (51.317(b) Gov't Code)	\$80.00
Motion for Contempt (SAPCR) (110.002 Family Code)	\$80.00
Motion for Contempt (Not – SAPCR) (51.317(b) Gov't Code)	\$80.00
Motion for Enforcement (110.002 Family Code)	\$80.00
Motion for New Trial (51.317(b) Gov't Code)	\$80.00
Motion for to Revoke a Stay of License Suspension (110.002 Family Code)	\$80.00
Notice of Application for Judicial Writ of Withholding (110.002 Family Code)	\$80.00
Petition for License Suspension ( 110.002 Family Code)	\$80.00
Suit or Motion for Modification (110.002 Family Code)	\$80.00
Third Party Action (51.317(b) Gov't Code)	\$80.00

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**FEES DUES AS SERVICE IS PERFORMED (FAMILY CASES)**

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**Issuance Fees**

Abstracting a Judgment (51.318(b)(5) Gov't Code)	\$8.00
Citation (51.318)(b) Gov't Code)	\$8.00
Precept (51.318)(b) Gov't Code)	\$8.00
Other Writ Process (51.318)(b) Gov't Code)	\$8.00
Subpoena (51.318)(b) Gov't Code)	\$8.00
Temporary Restraining Order (51.318)(b) Gov't Code)	\$8.00
Writ of Attachment (51.318)(b) Gov't Code)	\$8.00
Wit of Injunction (51.318)(b) Gov't Code)	\$8.00
Writ of Garnishment (51.318)(b) Gov't Code)	\$8.00
Service by Certified Mail*	\$85.00

\*The service by certified mail fee DOES NOT include the \$8.00 issuance fee\*

### SECTION III

#### ADDITIONAL FEES – MISCELLANEOUS

##### Copies

Certificate Issuance-certificate and Seal for certified copies ( paper and electronic)	_____	\$5.00
Copies-Paper or converted to paper to be delivered electronically	_____	\$1.00 per page
Copies-Electronic (minimum \$1 up to 10 pages, then for each page or part of a page)	_____	\$0.10 per page
Exemplified Copies _____		
(Plus \$5.00 for Exemplification Certificate)		
Service Copies **		\$0.25 per page

##### Fax Filing

Incoming Fax _____	\$1.50 per page plus Statutory Filing Fee when applicable
Outgoing Fax (No Charge for Local) _____	\$1.50 per page faxed
Plus Long Distance Fee _____	\$5.00

**\*\* Special Notes:** *Electronic Citations and other service documents are not subject to "service copy" costs.*





# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*10.**

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Receive and file December 2023 personal bond/collections monthly report submitted by Personal Bond/Collections

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/5/24 1:25 pm

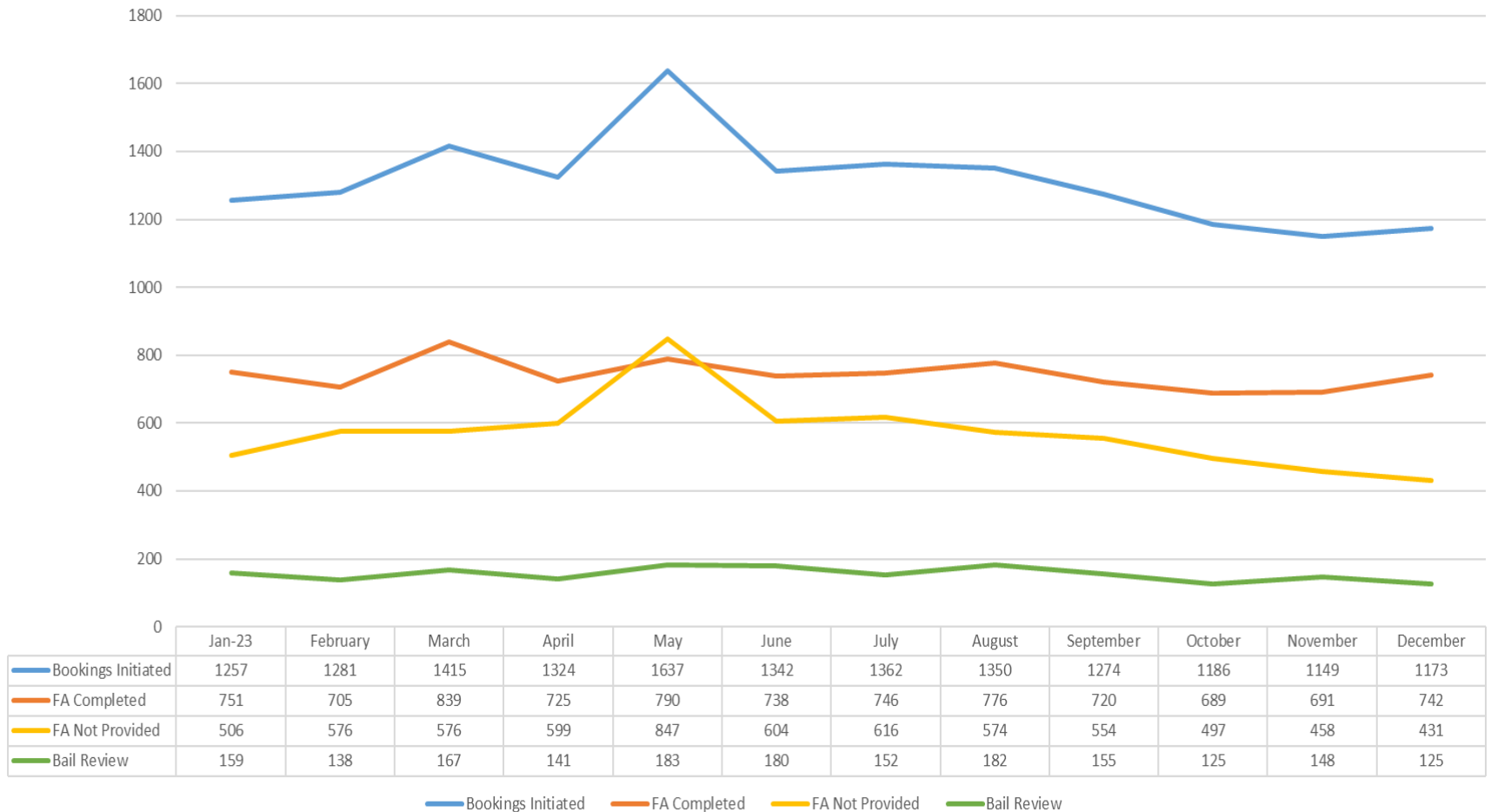
# PERSONAL BOND MONTHLY REPORT DECEMBER 2023

PERSONAL BOND OFFICE

Aaron Johnson, Director

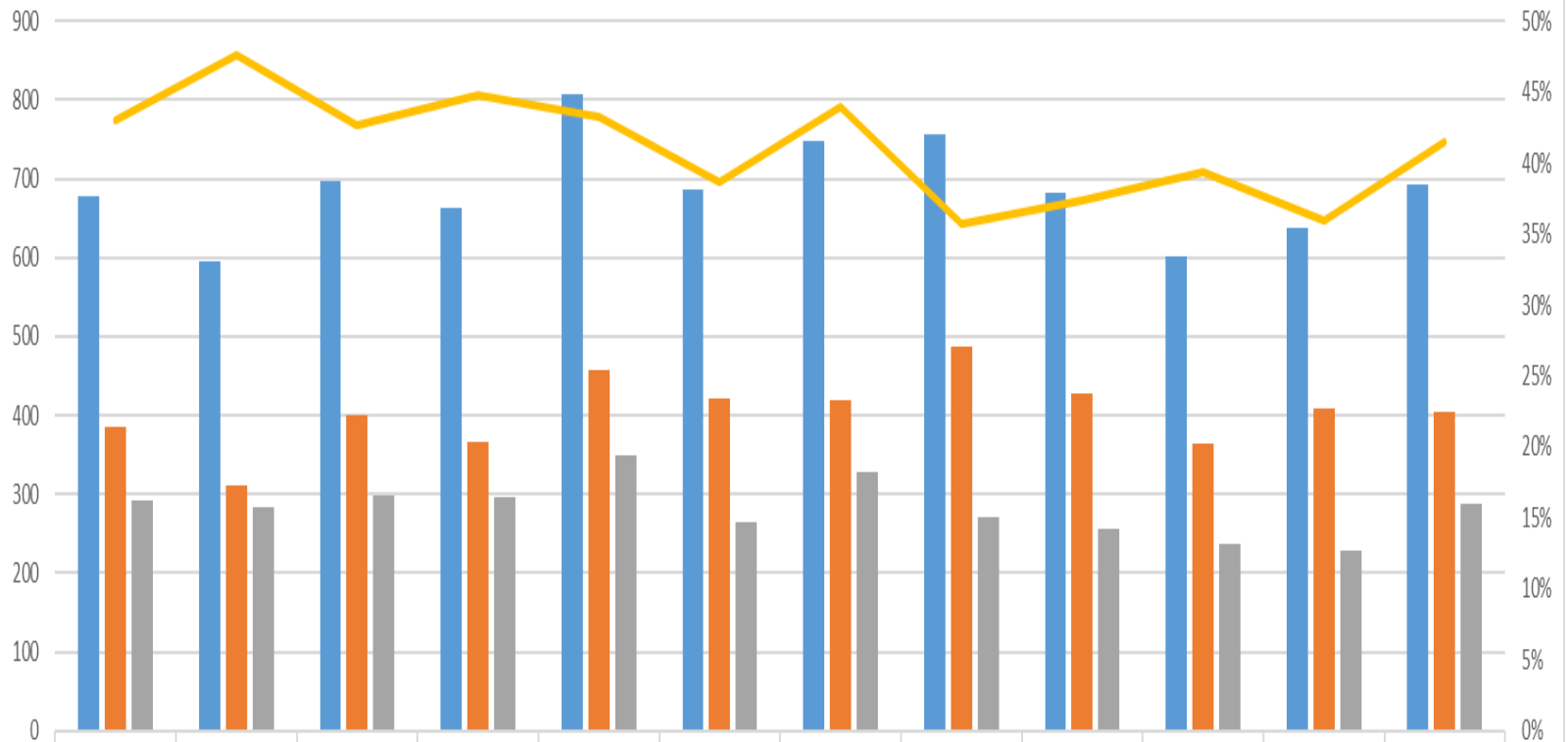
January 5th, 2024

Bookings Initiated, Financial Affidavit Completed and Cases sent to Bail Review



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.

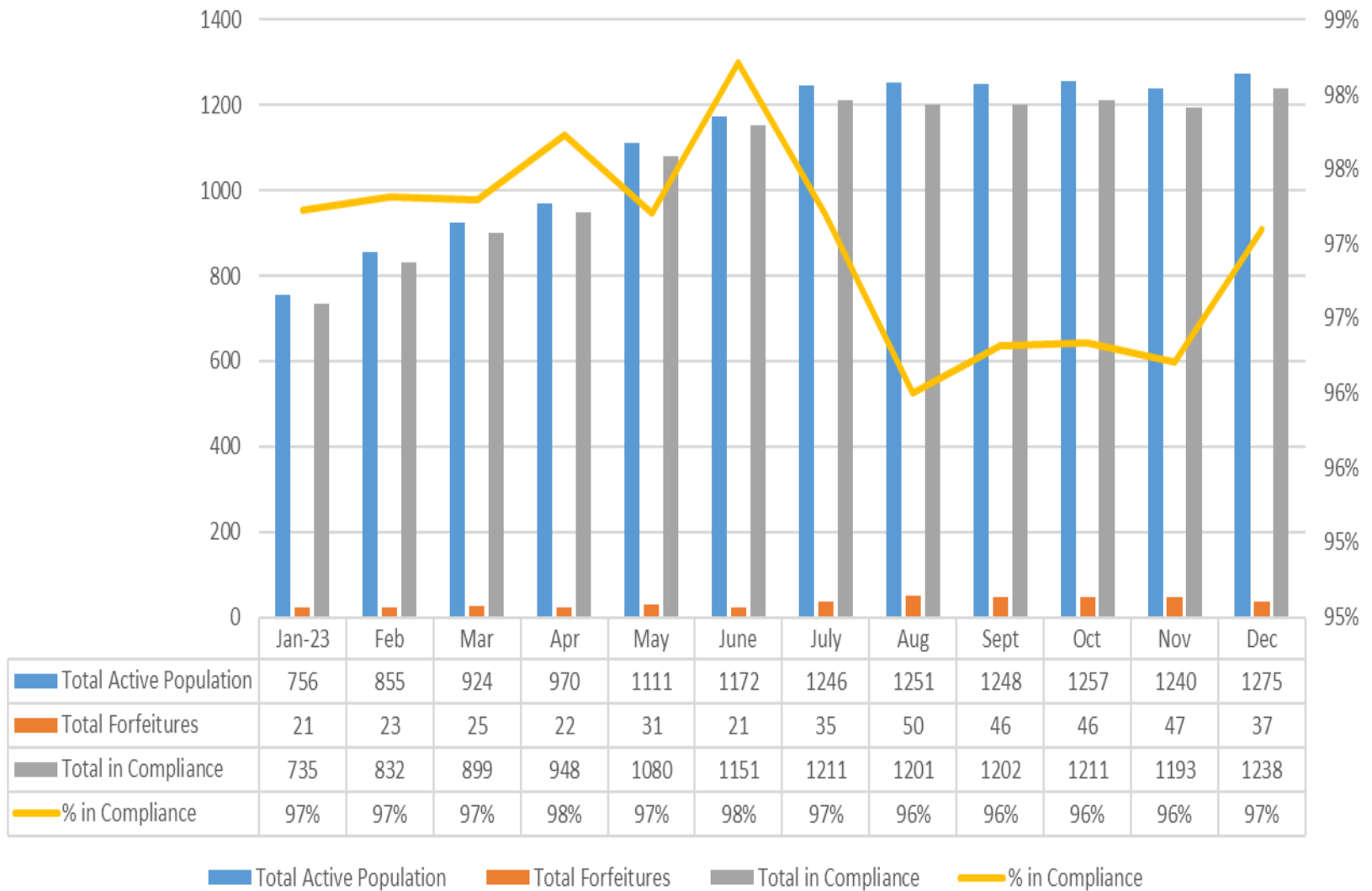
Total Eligible Releases, Type and % to PBO



Eligible Releases	678	595	698	663	807	686	747	756	683	602	637	692
Releases to Surety	386	312	400	366	458	421	419	486	428	365	408	405
Releases to PBO	292	283	298	297	349	265	328	270	255	237	229	287
% to PBO	43%	48%	43%	45%	43%	39%	44%	36%	37%	39%	36%	41%

Eligible Releases Releases to Surety Releases to PBO % to PBO

## Personal Bond Compliance Report based on Monthly Average Population





# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*11.**

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Consideration of a Resolution honoring the retirement of Thomas Youngblood from the Parks and Cultural Services submitted by Commissioner Pct. 2

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/18/24 1:59 pm



# COUNTY OF GALVESTON

On this the 22<sup>nd</sup> day of January, 2024, 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**  
**Stephen Holmes, 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**, on January 31, 2024, **Thomas Youngblood** Transportation Driver retires from his position with the **Galveston County Department of Parks and Cultural Services**; and

**Whereas**, **Thomas** began his distinguished career with the **Department of Parks and Cultural Services** on January 19, 2016, striving to serve seniors he holds the following licenses: Commercial Driver's License, First Aid Certification, and CPR Certification; and

**Whereas**, **Thomas** was always recognized for his dedication to his job and especially the care he gave his seniors. He had the largest number of riders and the most riders with walkers and assistance needed; and

**Whereas**, **Mr. Youngblood** transports Senior Citizens to and from Wayne Johnson Community Center, special events, and field trips. His friendly attitude and skillful manners were well recognized and appreciated not only by his supervisors and co-workers but also by those who have had the pleasure of coming in contact with him; and

**Whereas**, while we understand that all good employees must move on, we also note **Thomas's** retirement with a corresponding measure of sadness; a person of his integrity, wisdom, and commitment to public service is rare indeed; and

**Whereas**, the **Commissioners' Court of Galveston County, Texas** wishes to express its appreciation to **Thomas Youngblood** for his faithful service to the County and wishes him luck in his future endeavors and good health for many years to come.

**Now, Therefore Be it Resolved**, that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation** to **Thomas Youngblood** in thanks for his many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

**Upon Motion Duly Made and Seconded**, the above Resolution was unanimously passed this 22<sup>nd</sup> day of January, 2024.

Attest:

County of Galveston, Texas

By:

\_\_\_\_\_  
Dwight D. Sullivan, County Clerk

\_\_\_\_\_  
Mark A. Henry, County Judge

\_\_\_\_\_  
Darrell A. Apffel, Comm., Pct. #1

\_\_\_\_\_  
Stephen D. Holmes, Comm., Pct. #3

\_\_\_\_\_  
Joe Giusti, Comm., Pct. #2

\_\_\_\_\_  
Robin Armstrong, MD, Comm., Pct. #4



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*12.**

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### **Contract Approval Request Form**

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

- 1) **Date of Request:** 1/16/2024
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Human Resources
- 5) **Department Contact:** Rebecca Gilliam
- 6) **Description:** Approval and execution of the service agreement with CPS HR Consulting to provide executive recruitment services to assist the County with the hiring of a new HR Director.
- 7) **PEID No:** 722234
- 8) **Req No:**
- 9) **Orgkey:** 1101 110000
- 10) **Object Code:** 5481000
- 11) **Vendor:** Cooperative Personnel Services
- 12) **Vendor Contract No:**

#### **Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Other Contract Services
- 14) **Fund #:** 1101 110000 5481000
- 15) **Current Year Budgeted:** 425,500
- 16) **Current Year Projected:** 425,500
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

#### **To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 1/22/2024
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** NA
- 25) **Contract End Date:** 4/30/2024
- 26) **Contract # Issued by Purchasing Department:** CM24134



**NOTES: -** HB1295 Requested

**Approval History**

Seq #	Approver	Action	Action Date
1	Rebecca Gilliam	Approve	1/17/24 4:42 pm
2	Rufus Crowder	Delegated	1/17/24 4:56 pm
3	Melissa Fleming	Delegated	1/17/24 5:03 pm
4	Rufus Crowder	Approve	1/17/24 6:48 pm
<b>Notes:</b>	Needed to complete review to close agenda to post approved by VVH item was previously approved on 01/08/2024-vvh		
5	Veronica Van Horn	Approve	1/17/24 6:48 pm



**CONSULTING SERVICES AGREEMENT**  
**County of Galveston – Partial Executive Recruitment**  
**Director of Human Resources**

**This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of January 12, 2024 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”**

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit (“A”). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
- 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
- 2. Funding.** Omitted
- 3. Payment.** Payments, invoicing, disputes, and interest shall be governed by the Texas Prompt Act., Texas Government Code Chapter 2251.
- D. Taxes.** Omitted
- E. Term and Termination of Agreement.**
- 1. Term.** The term of this Agreement is from the Effective Date through April 30, 2024.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause

upon thirty days written notice to the other Party.

**4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

**F. Limited Warranty.**

**1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.

**2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

**G. Work Product.**

**1. Ownership.** Upon CPS HR’ receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR’ work, or delivered by CPS HR to Client in the course of performing services (collectively, “Work Product”) shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

**2. Retention of Rights.** Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

**H. Release of Information to Third Parties.**

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. CPS HR shall defend, indemnify and hold Client harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

- I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR's willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in

writing of any such claim and gives CPS HR (at CPS HR's expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR's liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

**J. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR'S LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

**K. Miscellaneous.**

**1. Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

**2. Dispute Resolution; Remedies.**

(a) In the event of a dispute, the parties may agree to pursue mediation or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

**3. Attorneys Fees.** If any legal action is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.

**4. Governing Law.** This Agreement will be governed by the laws of the State of Texas without regard to its rules concerning conflict of laws.

**5. Force Majeure.** Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

**6. Waiver.** The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

**7. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

**8. Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

**9. Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**10. Ambiguities.** As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba  
CPS HR Consulting**  
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

**County of Galveston**  
722 Moody-3<sup>rd</sup> Floor, Galveston, TX 77550

By: Sandy MacDonald-Hopp  
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist the County of Galveston with a Director of Human Resources recruitment as detailed in the CPS HR proposal dated December 22, 2023 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
  - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:
    1. Coordinating all meeting schedules, conference calls, facilities and equipment needs
    2. Coordinating interview schedules and facilities and distributing project update information
  - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Kylie Wilson      [kwilson@cps hr.us](mailto:kwilson@cps hr.us)
4. **CLIENT PROJECT MANAGER:** Arnie Wetzel      [arnel.wetzel@galvestoncountytexas.gov](mailto:arnel.wetzel@galvestoncountytexas.gov)
5. **SERVICE FEES:**
  - a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
  - b. Professional Services Fees: The professional fixed fee of \$19,000 covers all CPS HR services associated with the partial recruitment services as detailed herein.
  - c. Invoices: CPS HR will invoice Client at the fixed fee rate of \$19,000 billed in two monthly installments of \$6,500 and a third installment of \$6,000. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.



## PROPOSAL

# County of Galveston

## Executive Recruitment Services for Director of Human Resources

Date: December 22, 2023

SUBMITTED BY:  
MELISSA ASHER  
KYLIE WILSON

CPS HR Consulting  
Texas Regional Office  
100 Congress Ave  
Austin, TX 78701  
P: 916-471-3358  
masher@cpsshr.us  
Tax ID: 68-0067209

[www.cpsshr.us](http://www.cpsshr.us)



Your Path to Performance



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*13.**

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Consideration of authorizing the County Judge to sign Placeholder Enrollment Data Exchange Authorization form in order for Guardian to exchange data with Apex Engagement Solutions (member enrollment information) submitted by Human Resources

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 7:18 pm

## Planholder Enrollment Data Exchange Authorization

Planholder Name: <b>The County of Galveston</b>	Date: <b>10/23/2023</b>
Address: <b>722 21ST St Fl 1 Galveston, TX 75550</b> Contact: <b>Rebecca Gilliam</b> Plan Number: <b>577847</b>	Vendor's Name: <b>Apex Engagement Solutions</b> Vendor Address: <b>14439 NW Military Hwy Suite 108 Shavano Park. TX 78231</b> Contact: <b>Enjoli Hamilton</b>

This Planholder Enrollment Data Exchange Authorization is by the Planholder named above ("Planholder") pursuant to which The Guardian Life Insurance Company of America ("Guardian") shall receive certain information, including member enrollment information (collectively the "Data") that may be coordinated through you, your broker, third party administrator, benefit administration platform and any subcontractors utilized to transmit the Data to Guardian (collectively "Vendor").

1. In order for Guardian to exchange Data with Vendor, Planholder agrees that: (a) Vendor has been retained by Planholder and is a duly authorized to act on its behalf, and (b) Vendor and third parties utilized by it have all necessary right, consent and authority to exchange Data with Guardian and its delegates.
2. Nothing herein is intended to establish a service provider relationship between Guardian and Vendor.
3. To exchange Data with a new vendor and ensure a smooth transition, Planholder shall notify Guardian and execute a new Planholder Enrollment Data Exchange Authorization at least 30 days' in advance of any change in vendor. The notice and newly executed Authorization with updated vendor contact information should be emailed to: [EDI\\_Implementation@glic.com](mailto:EDI_Implementation@glic.com).
4. The parties shall work together to ensure the timely transmission of accurate Data.
5. Vendor shall transmit Data using a secure method in an agreed upon format.

Planholder has caused this Authorization to be executed by its duly authorized representative.

### Planholder

Signature \_\_\_\_\_

Name **Mark Henry** \_\_\_\_\_

Title **County Judge** \_\_\_\_\_





# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*14.**

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Consideration of approval of appointment to the Galveston County Emergency Services District #2 submitted by Commissioner, Precinct 2

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 5:54 pm

## Emergency Services District No. 2

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

1. Cecil Clay – for a term ending 12/31/2025 (Place 5 and replacing George Strong)

Chief Cecil Clay has been with the Oklahoma City Fire Department (OCFD) since May 29, 1987. He is one of three Deputy Fire Chiefs who comprise the Fire Chief's Command Staff.

Chief Clay holds a B.S. in Fire Science and A.A.S. in Municipal Fire Protection. He has worked his way through the ranks in the Operational Services Division, Suppression, until he was promoted to District Chief in March 2004 and in January of 2008 was promoted to Deputy Chief.

As the Deputy Chief of Operations, Chief Clay is responsible for four work sections of the Oklahoma City Fire Department: Suppression, Fire Training, EMS Training, and Special Operations. He is responsible for fire ground operations and emergency incidents.

Chief Clay worked extensively with Homeland Security and fire service representatives from around the state in developing the Oklahoma Task Force One – OKC (OKTF1 – OKC). He is one of three task force leaders

Chief Clay also serves as a Commissioner on the Oklahoma State Fire Marshal Commission. ( I served as a Commissioner from 2010-2022)

I retired from the OCFD in May of 2015, and worked for the International Association of Fire Chiefs from 2015-2017 as a Subject Matter Expert on fire tactics.

Chief Clay has been married to Laura since 1988. He enjoys running, saltwater fishing, sailing and other outdoor activities. He is an active member of Life Church.TV.



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*15.**

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Consideration of accepting a donation of concrete rip-rap from Richard Nielsen submitted by  
Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/11/24 2:07 pm

Richard Nielsen

402-340-1008

12/28/2023

Mr. R L Crowder,

I would like to donated an estimated 3,500 cubic yards of concrete rip rap and bull rock to Galveston County Road & Bridge. The material is located at 2169 Highway 87 in Crystal Beach. I have recently purchased the property and have no need for this material.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Nielsen", written over a horizontal line.

Richard Nielsen



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*16.**

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Consideration of approval for the Galveston County Parks and Cultural Services Department to accept a donation of a park bench from the Rotary Club of Dickinson to be installed outside of the Dickinson Community Center, submitted by Parks and Cultural Services Department.

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/10/24 4:55 pm



**Rotary Club of Dickinson  
P.O. Box 835 , Dickinson, TX 77539**

**Attention: Galveston County Commissioners, Galveston County Parks  
Subject: Donation of a Bench to the Dickinson Community Center**

I am writing to you on behalf of the Rotary Club of Dickinson to share some exciting news that aligns with our commitment to serving and enhancing our community.

We are delighted to inform you that the Rotary Club of Dickinson will be donating a bench to the Dickinson Community Center. This initiative is part of a broader community service effort underpinned by a grant awarded to our club. The grant has enabled us to purchase four benches, which we are distributing to various community locations in Dickinson.

The bench destined for the Dickinson Community Center is 6 foot long; it is crafted from 50-year recyclable material, reflecting our dedication to sustainability and environmental responsibility. Additionally, its bright blue color and the inscription "Rotary Club of Dickinson" make it a distinctive and visually appealing addition, symbolizing the spirit of community and the values of our club.

We would like to emphasize that this donation is final and unconditional. There is no expectation of any return or exchange from the Galveston County Parks Department. We are simply pleased to contribute to the well-being and comfort of those who visit the Dickinson Community Center. We believe that this bench will not only provide a practical resting place for community members but also serve as a symbol of the positive impact that collaboration and community spirit can achieve.

The City of Dickinson has been storing the benches and has graciously agreed to install the bench at the location. Please feel free to contact us for any further details regarding the installation or any other aspect related to this donation. We are excited to see this project come to fruition and hope it brings great value to the residents of Dickinson and Galveston County.

Thank you for your ongoing support and partnership.

Sincerely,  
Jenna P. Simsen  
Rotary Club of Dickinson

A handwritten signature in black ink that reads "Jenna P. Simsen".



**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**

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

**\*17.**

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**Contract Approval Request Form**

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

- 1) **Date of Request:** 11/28/2023
- 2) **Contract Type:** Other
- 3) **Renewal Contract:** No
- 4) **Department Name:** Facilities
- 5) **Department Contact:** Mark A. Garcia
- 6) **Description:** For construction materials testing -Phase 2 -Road&Bridge Project
  
- 7) **PEID No:** 718487
- 8) **Req No:**
- 9) **Orgkey:** 3210312115
- 10) **Object Code:** 5781000
- 11) **Vendor:** Alpha Testing , LLC
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** 3210
- 14) **Fund #:**
- 15) **Current Year Budgeted:** \$49,129
- 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:** TBD
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** NA
- 25) **Contract End Date:** TBD
- 26) **Contract # Issued by Purchasing Department:** CM24106

**NOTES:** HB1295 to be requested - Contract Start date contingent on project start



day

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	11/29/23 2:12 pm
2	Rufus Crowder	Delegated	11/30/23 11:20 am
3	Melissa Fleming	Delegated	11/30/23 2:39 pm
4	Rufus Crowder	Approve	11/30/23 2:47 pm
5	Sergio Cruz	Approve	12/1/23 5:33 pm
6	Randall Rice	Approve	12/4/23 9:48 am
7	Veronica Van Horn	Approve	1/17/24 12:42 pm

## CMT COST ESTIMATE

Galveston County Road & Bridge Department  
Facilities - Phase 2

5115 TX-3  
Dickinson, Texas 77539

Cost Estimate No: 100590



*Environmental*

*Geotechnical*

*Construction Materials*



Geotechnical  
Construction Materials  
Environmental  
TBPE Firm No. 813

15811 Tuckerton Road  
Houston, Texas 77095

Tel: 713.360.0460  
Fax: 713.360.0481  
www.alphatesting.com

Revised: 1/17/24

10/13/23

Galveston County Commissioners Court  
722 21st Street, 5th Floor  
Galveston, TX 77550  
Attention: Mark Garcia  
[Mark.Garcia@co.galveston.tx.us](mailto:Mark.Garcia@co.galveston.tx.us)

Construction Materials Testing  
Services and Fees  
GALVESTON COUNTY ROAD & BRIDGE  
DEPARTMENT FACILITIES - PHASE 2  
5115 Tx-3  
Dickinson, Texas 77539  
Cost Estimate No: 100590-23-56H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Heath Helgeson at 713-360-0473, we are available to discuss any questions at your convenience.

Respectfully submitted,  
ALPHA TESTING, LLC.

Joseph Culley II, S.E.T.  
Regional Manager

Heath Helgeson C.E.T.  
Senior Project Manager

JC/HH  
Attachments: Acceptance Sheet  
General Terms and Conditions



## HISTORY

Alpha Testing, LLC. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

## BUSINESS LOCATIONS



### 1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: [bpowell@alphatesting.com](mailto:bpowell@alphatesting.com)

Ken Combs, Vice President: [kcombs@alphatesting.com](mailto:kcombs@alphatesting.com)

### 2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: [tbegole@alphatesting.com](mailto:tbegole@alphatesting.com)

Brian Hoyt, PE, Geotechnical Manager: [bhoit@alphatesting.com](mailto:bhoit@alphatesting.com)

### 3. San Antonio Office

12766 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: [aheiman@alphatesting.com](mailto:aheiman@alphatesting.com)

### 4. Houston Office

15811 Tuckerton Rd. Houston, TX 77095

(V) 713-360-0460 (F) 713-360-0481

Roy Saravanathiiban: [rsaravanathiiban@alphatesting.com](mailto:rsaravanathiiban@alphatesting.com)

Joseph Culley, SET, Regional Manager: [jculley@alphatesting.com](mailto:jculley@alphatesting.com)

## Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



## PROJECT INFORMATION

It is our understanding that a new fuel and air canopy and wash station are to be constructed at 5115 TX-3 in Dickinson, Texas. Concrete paving is also planned for the proposed structure. We understand that waterlines, sanitary sewers, and storm drains will be installed at the proposed development. In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 10/13/2023; structural plans dated: 2/23/2022; and a construction schedule dated: 10/14/2023 provided by O'Haver Contractors.

### SITE PREPARATION, FILLING, BACKFILLING

Based on our understanding of the information provided for this project, field density testing is required on the sub-grade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 108 hours to perform field density tests. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

### UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 403 linear feet of storm drains would be excavated and installed. In addition, about 138 linear feet of waterlines, and an estimated 178 linear feet of sanitary sewer lines would be placed. We have estimated that our engineering technician could be required on-site for approximately 120 hours to perform field density tests. In addition the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

### MECHANICAL LIME STABILIZATION

Based on the information provided, that approximately 36,102 square feet of sub-grade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 8 hours to perform density tests and field gradations. In addition, the technician could obtain approximately 1 soil sample for laboratory proctor analysis.

### CONCRETE TESTING

Based on information provided, it is our understanding, approximately 771 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 64 hours to mold approximately 64 test cylinders.

### STRUCTURAL STEEL

It has been estimated that an engineering technician could be required for approximately 8 hours to visually observe the structural steel placed.



## SCOPE OF SERVICES

### SITE PREPARATION, FILLING, BACKFILLING

Building Structures: 1 FDT every 2,500 square feet and 6 inch lift

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

### UTILITIES

1 FDT each 300 linear feet per 6 inch lift

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

Note: This cost estimate excludes testing of individual service lines. Should these items require testing, this cost estimate could be revised upon request.

### MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

### CONCRETE TESTING

Slab: 1 set of 4 test cylinders every 100 cubic yards.

Paving: 1 set of 4 test cylinders every 100 cubic yards.

Gradebeam: 1 set of 4 test cylinders every 50 cubic yards.

Utility Structures: 1 set of 4 test cylinders every 50 cubic yards.

### STRUCTURAL STEEL

1 trip every 5,000 square feet



### ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative.

#### I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	72.00	\$56.00	\$4,032.00
Density Testing (ot) /Hour	36.00	\$84.00	\$3,024.00
Proof Rolling Observation/Hour	8.00	\$56.00	\$448.00
Material Pickup/Hour	4.00	\$56.00	\$224.00
Nuclear Density Gauge/Trip	9.00	\$100.00	\$900.00
Proctor #/Each	2.00	\$250.00	\$500.00
Atterberg Limit Test/Each	20.00	\$85.00	\$1,700.00
-200 Sieve/Each	2.00	\$85.00	\$170.00
Vehicle Trip Charge/Trip	10.00	\$100.00	\$1,000.00
Engineering Report Review/Hour	12.00	\$120.00	\$1,440.00
<b>Subtotal</b>			<b>\$13,438.00</b>

#### II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	80.00	\$56.00	\$4,480.00
Density Testing (ot) /Hour	40.00	\$84.00	\$3,360.00
Material Pickup/Hour	4.00	\$56.00	\$224.00
Nuclear Density Gauge/Trip	10.00	\$100.00	\$1,000.00
Proctor #/Each	2.00	\$250.00	\$500.00
Atterberg Limit Test/Each	2.00	\$85.00	\$170.00
-200 Sieve/Each	2.00	\$85.00	\$170.00
Compressive Strength of Stabilized Sand/Each	1.00	\$240.00	\$240.00
Vehicle Trip Charge/Trip	11.00	\$100.00	\$1,100.00
Engineering Report Review/Hour	11.00	\$120.00	\$1,320.00
<b>Subtotal</b>			<b>\$12,564.00</b>



### III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	8.00	\$56.00	\$448.00
Field Gradations/Hour	8.00	\$56.00	\$448.00
Material Pickup/Hour	4.00	\$56.00	\$224.00
Nuclear Density Gauge/Trip	2.00	\$100.00	\$200.00
Proctor #/Each	1.00	\$250.00	\$250.00
Atterberg Limit Test/Each	4.00	\$85.00	\$340.00
-200 Sieve/Each	1.00	\$85.00	\$85.00
Vehicle Trip Charge/Trip	3.00	\$100.00	\$300.00
Engineering Report Review/Hour	1.00	\$120.00	\$120.00
<b>Subtotal</b>			<b>\$2,415.00</b>

### IV. Pier Installation Monitoring (Includes Concrete)

Description	Est. Qty	Unit Rate	Est. Total
Pier Monitoring/Hour	24.00	\$75.00	\$1,800.00
Pier Monitoring (ot)/Hour	12.00	\$112.50	\$1,350.00
Cylinder Pickup/Hour	4.00	\$56.00	\$224.00
Concrete Comp. Test/Each	16.00	\$22.00	\$352.00
Vehicle Trip Charge/Trip	4.00	\$100.00	\$400.00
Engineering Report Review/Hour	2.00	\$120.00	\$240.00
<b>Subtotal</b>			<b>\$4,366.00</b>

### V. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	64.00	\$56.00	\$3,584.00
Concrete-Testing (ot)/Hour	13.00	\$84.00	\$1,092.00
Reinforcing Steel Observation/Hour	4.00	\$56.00	\$224.00
Cylinder Pickup/Hour	4.00	\$56.00	\$224.00
Concrete Comp. Test/Each	64.00	\$22.00	\$1,408.00
Vehicle Trip Charge/Trip	13.00	\$100.00	\$1,300.00
Engineering Report Review/Hour	2.00	\$120.00	\$240.00
<b>Subtotal</b>			<b>\$8,072.00</b>





#### VI. Structural Steel

Description	Est. Qty	Unit Rate	Est. Total
Structural Steel Monitoring/Hour	8.00	\$95.00	\$760.00
Vehicle Trip Charge/Trip	2.00	\$100.00	\$200.00
Engineering Report Review/Hour	1.00	\$120.00	\$120.00
<b>Subtotal</b>			<b>\$1,080.00</b>

#### ADDITIVE OPTION

#### VII. Mortar & Grout

Description	Est. Qty	Unit Rate	Est. Total
Masonry Observation & Reporting/Hour	40.00	\$75.00	\$3,000.00
Masonry Observation & Reporting (ot)/Hour	8.00	\$112.50	\$900.00
Material Pickup/Hour	4.00	\$56.00	\$224.00
Cubes/Each	30.00	\$45.00	\$1,350.00
Grout Prisms/Each	20.00	\$50.00	\$1,000.00
Vehicle Trip Charge/Trip	6.00	\$100.00	\$600.00
Engineering Report Review/Hour	1.00	\$120.00	\$120.00
<b>Subtotal</b>			<b>\$7,194.00</b>

\*\*\*It is expressly agreed by Alpha Testing, LLC that the total sum due under this agreement shall not exceed \$50,000 under any circumstances.\*\*\*

*TJ*

Grand Total: \$41,935.00

Grand Total With Alternate: \$49,129.00

\*Should ALPHA TESTING, LLC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.



CMT  
ACCEPTANCE FORM

Date: January 17, 2024 Alpha Cost Estimate No: 100590-23-56H  
Project Name: GALVESTON COUNTY ROAD & BRIDGE DEPARTMENT FACILITIES - PHASE 2  
5115 Tx-3 CMT Estimate \$41,935.00  
Project City: Dickinson, Texas 77539 CMT Estimate With Alt \$49,129.00  
\* Highlighted Areas Must Be Filled Out \* \*Please Select Testing Scope\*

CLIENT: \_\_\_\_\_ ATTN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_ PHONE/FAX: \_\_\_\_\_  
OWNER OF PROPERTY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
PROJECT LEGAL DESCRIPTION: \_\_\_\_\_  
PROJECT COUNTY: \_\_\_\_\_

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas.  
No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,500.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to the site to perform the work.

Non-Solicitation Agreement: The undersigned shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of Alpha Testing, LLC.

Cost Estimate ACCEPTED BY: \_\_\_\_\_

Signature

Title

Date

Accounts Payable Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work: \_\_\_\_\_

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): \_\_\_\_\_ Please provide a valid email address: \_\_\_\_\_. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, [www.alphatesting.com](http://www.alphatesting.com), to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm

Contact Name

Email




## REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, LLC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



## "EXHIBIT A"

### Terms and Conditions

#### Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT's engagement of ALPHA TESTING, LLC. ("ALPHA") to provide only the services ("Services") in connection with the project ("Project") which are specifically identified and agreed to in the proposal ("Proposal"), consists of the Proposal, these General Terms and Conditions ("Terms"), ALPHA's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the Proposal or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the Proposal, and (iii) any exhibits or attachments referenced in the foregoing.

#### Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA's profession currently practicing under similar conditions and in the same locality as the Project.. Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made.



### Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless otherwise specified in the Proposal. CLIENT is solely responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT.

### Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall provide or otherwise make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, written reports, drawings, plans and specifications. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than 48 hours, provide all available information regarding requirements for ALPHA's work; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any item or condition which in directly, or indirectly, may affect the performance of Alpha's work and any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work. Client shall be solely responsible for coordinating the services of its consultants with the services of ALPHA.



ALPHA shall not be liable for any incomplete or inaccurate information furnished by CLIENT or damages caused by CLIENT's failure to strictly adhere to the recommendations of ALPHA contained in any Geotechnical Report, Addendum or other. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding.

#### Section 6: Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT. After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.



#### Section 7: Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the Project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than fourteen (14) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures that encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise, within the fourteen (14) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements on behalf of CLIENT and at CLIENT's sole cost and expense, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks to which ALPHA may be exposed during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, arising out of or related to from ALPHA's service in arranging for proper transportation and disposal of contaminated samples on behalf of CLIENT. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

#### Section 8: Construction Observations

ALPHA shall have no authority, duty or responsibility to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, may be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. In that regard, CLIENT acknowledges that ALPHA shall not be responsible for the means, methods, techniques or sequences of construction as these are the sole responsibility of the contractor. CLIENT further acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor.

#### Section 9: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at a reasonable and mutually convenient time. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.



#### Section 10: Termination

This Agreement may be terminated by either party without cause upon ten (10) days' written notice by the terminating party. In the event of termination, ALPHA will be paid for services performed through the effective date of termination.

#### Section 11: RISK ALLOCATION AND LIMITATION OF LIABILITY

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ANY AND ALL OTHER THIRD PARTIES, FOR CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES PERFORMED OR TO BE PERFORMED BY ALPHA. ACCORDINGLY, THE CLIENT AGREES THAT THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS. Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

#### Section 12: Discovery of Unanticipated Hazardous Materials

CLIENT represents and warrants that it has made reasonable efforts to discover and has informed ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's sole professional discretion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.





Notwithstanding any other provision of this Agreement, CLIENT waives any claim against ALPHA, arising from or in any way related to the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA that are found to be contaminated, at CLIENT's sole cost and expense.

#### Section 13: Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to discover, ascertain or know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation.

#### Section 14: Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT against claims for damages, and to insure compliance of work performance and materials with Project requirements.

#### Section 15: Indemnity



#### Section 16: Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the Proposal ("Project Cost"); however, if payment terms are not listed in the Proposal, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. Unless the Proposal specifies the Project Cost as not-to-exceed or lump sum, CLIENT acknowledges that any cost estimates and schedules provided by ALPHA may be subject to change based upon the actual Site conditions encountered, weather delays and impact and any other requirements of the CLIENT and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the Proposal, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

#### Section 17: Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers. CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.



#### Section 18: Resolution of Disputes

(a) Mediation. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

The provisions of this Section 18 shall survive the termination of this Agreement.

#### Section 19: Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any action shall lie exclusively in Galveston County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Galveston County, Texas to hear and determine any claims, disputes, or award between the parties. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*18.**

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Receive and file notice of advertising solicitation of RFP B241016 Gulf Coast Mental Health Crisis Unit Construction for January 19, 2024, and January 26, 2024, submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/18/24 2:11 pm



# COUNTY of GALVESTON

COUNTY COURTHOUSE

722 MOODY AVENUE 2<sup>nd</sup> FLOOR GALVESTON, TEXAS 77550

Phone: 409-770-5562

Fax: 409-770-5560

January 22, 2024

Hon. Mark Henry  
Hon. County Commissioners  
Galveston County Courthouse  
Galveston, Texas 77550

Re: RFP B241016 Gulf Coast Mental Health Crisis Unit Construction

Gentlemen:

Due to time constraints for this project, we had to move forward with advertising the solicitation. Normally the request asking for permission to advertise would have been on the agenda but with the limited time for project completion that was not feasible. The RFP publication dates are January 19, 2024, and January 26, 2024.

Should you have any questions, please call.

Sincerely,

A handwritten signature in blue ink that reads "Veronica Van Horn".

Veronica Van Horn  
Legal Services Manager



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*19.**

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Receive and file notice to terminate purchase and sale agreement with Shopping Center Interests, LLC for the sale of approximately 10 acres of land located at 54th Street and Broadway Blvd. in the City of Galveston Texas submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/18/24 11:46 am



**Re: Termination of Contract Letter Dated January 12, 2024 between Shopping Center Interests, LLC and The County of Galveston per the Inspection Period as described in Paragraph 6, page 2 of the Purchase and Sale Agreement Dated October 16, 2023.**

**Dear Judge Henry,**

**Pursuant to our contract please accept this letter as written notice to hereby terminate the contract as per the contract terms and further described in paragraph 6, page 2 (Inspection Period) ending January 16, 2024. Therefore the Agreement to Purchase and Sale agreement dated October 16, 2023 is declared null and void. By copy of this letter, Shopping Center Interests, LLC hereby request that The County of Galveston and Capital Title return the \$50,000.00 earnest money deposit to Buyer.**

**Thank you very much for the opportunity to purchase your property.**

**Sincerely,**

A handwritten signature in blue ink, appearing to read "Clark D. East", is written over a horizontal line.

**Clark D. East,  
Managing  
Member**



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*20.**

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Consideration of reinstatement and first amendment to purchase and sale of approximately 10 acres of land located at 54th Street and Broadway Blvd. in the City of Galveston Texas with Shopping Center Interests, LLC submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/18/24 11:47 am



**REINSTATEMENT AND FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This **REINSTATEMENT AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "**Amendment**") is entered into as of the Effective Date (as defined below), by and between **GALVESTON COUNTY**, a political subdivision of the State of Texas, acting by and through its Commissioners' Court ("**Seller**"), as Seller, and **SHOPPING CENTER INTERESTS, LLC**, a Texas limited liability company ("**Buyer**"), as Buyer, and Buyer and Seller are sometimes referred herein as the "**Parties**" and individually as a "**Party**."

**RECITALS**

A. Seller and Buyer entered into that certain Contract for Sale of Real Property dated as of October 16, 2023, (the "**Contract**"), for the sale and purchase of approximately 10 acres of land located in Galveston County, Texas, as more specifically described in the Contract (the "**Property**").

B. On January 13, 2023, the Contract was terminated pursuant to notice from Buyer to Seller in accordance with Section 6 of the Contract (the "**Termination**").

C. Buyer and Seller now desire to reinstate and amend the Contract as set forth below. All capitalized terms used herein that are not otherwise defined shall have the same meaning as set forth in the Contract.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

**AGREEMENT**

1. **Reinstatement.** Seller and Buyer mutually agree that the Termination is hereby rendered null and void and the Contract is hereby reinstated and shall continue in full force and effect according to its terms, except as otherwise amended by this Amendment.

2. **Inspection Period.** Notwithstanding anything to the contrary in Section 6 of the Contract or otherwise, the Inspection Period is hereby extended and shall terminate at 5:00PM CST on the 30<sup>th</sup> day following the Effective Date of this Amendment ("**Inspection Period Deadline**") for all purposes.

3. **Surrender of a portion of the Earnest Money.** Notwithstanding anything to the contrary in Section 6 of the Contract, Buyer hereby agrees to surrender and pay over to Seller the sum of \$10,000 of the \$50,000 Earnest Money Deposit to Seller and authorizes Capital Title Company to turn over such \$10,000 sum to Seller upon deposit of a fully executed copy of this Reinstatement And First Amendment To Purchase And Sale Agreement with Capital Title Company. Such \$10,000 sum shall be applied to the payment of the Purchase Price upon Closing. The remaining \$40,000 of the initial \$50,000 Earnest Money Deposit shall be held by Capital Title for the extended 30 day Inspection Period herein set forth. At the completion of the additional 30 day Inspection Period Buyer shall deposit an additional \$25,000 Earnest Money and the \$65,000 total Earnest Money shall be nonrefundable to Buyer, but shall be credited against the Purchase

CJH

Price at Closing, which shall take place within 30 days from the expiration of the 30 day additional Inspection Period.

4. Effective Date. The effective date of this Amendment (the "**Effective Date**") shall be as of the last date on which it is executed by all the Parties.

5. Miscellaneous.

- a. This Amendment is deemed and intended by Buyer and Seller to be an amendment to the Contract, and in the event of any inconsistency between the Contract and this Amendment, the terms of this Amendment shall prevail.
- b. Except as expressly set forth herein, all of the remaining terms and conditions of the Contract remain in full force and effect. This Amendment represents the entire agreement of the Parties with regard to the subject matter contained herein and supersedes all prior agreements, written or oral, with regard to such matters.
- c. Each Party represents and warrants that it has the power and authority to execute, deliver and perform under this Amendment. This Amendment and any document contemplated under it has been duly authorized, executed and delivered by each party and is binding and enforceable against the parties in accordance with their terms and conditions.
- d. This Amendment may be executed in counterparts; all such counterparts shall constitute but one and the same agreement. To facilitate execution of this Amendment, the parties hereto may execute and exchange, by facsimile or electronic mail PDF, counterparts of the signature pages.
- e. This Amendment shall be interpreted in accordance with the law of the State of Texas.
- f. The circulation of this Amendment is not intended to create a binding obligation on any person; any binding obligation to arise solely from a definitive agreement, executed and delivered by each Party hereto.

*[Remainder of page intentionally blank; signature pages immediately follow.]*



This Amendment is entered into and effective as of the Effective Date.

**SELLER:**

**GALVESTON COUNTY**, a political subdivision of the  
State of Texas, acting by and through its County Commissioners' Court,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

**SHOPPING CENTER INTERESTS, LLC**,  
a Texas limited liability company

By:  \_\_\_\_\_

Name: Clark East

Title: Managing Member

Date: 1-16-2024



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*21.**

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Consideration of Commercial Real Estate Listing Agreement for property formerly occupied by the Children's Center at 1424 45th Street Galveston submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/18/24 11:49 am





## COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2022

### 1. PARTIES: The parties to this agreement (this Listing) are:

Seller: County of Galveston

Address: 722 Moody Ave

City, State, Zip: Galveston, Texas 77550

Phone: (409)762-8621 Mobile: \_\_\_\_\_ Fax or E-Mail: mark.henry@co.galveston.tx.us

Broker: Joe Tramonte Realty, Inc. / Hopkins Properties, Inc.

Address: 1802 Broadway #206 (JTR)

City, State, Zip: Galveston, TX 77550

Phone: (409) 771-0931 Mobile: \_\_\_\_\_ Fax or E-Mail: VJ@TramonteRealty.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

### 2. PROPERTY:

#### A. "Property" means the following real property in Texas:

Address: 1424 45th

City: Galveston County: Galveston Zip: 77550

Legal Description (*Identify exhibit if described on attachment*): \_\_\_\_\_

M B MENARD SUR PT OF NW & SW BLK 7 (0-2) GALVESTON OUTLOTS

#### B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: \_\_\_\_\_

*(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)*

**3. LISTING PRICE:**

- A. Seller instructs Broker to market the Property at the following sales price: \$ 1,900,000.00  
One Million, Nine Hundred Thousand  
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except \_\_\_\_\_.

**4. TERM:**

- A. This Listing begins on January 1, 2024 and ends at 11:59 p.m. on December 31, 2024. Seller may terminate this Listing on notice to Broker any time after \_\_\_\_\_.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

**5. BROKER'S FEE:**

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

- ☒ (1) 6.000 % of the sales price.
- ☒ (2) Joe Tramonte Realty and Hopkins Properties, Inc. to negotiate a broker fee split in a separate document.

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
  - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
  - (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
  - (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
  - (5) Seller breaches this Listing.
- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
- (1) the closing and funding of any sale or exchange of all or part of the Property;
  - (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
  - (3) Seller's breach of this Listing; or
  - (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) \_\_\_\_\_ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ \_\_\_\_\_.

☐ (b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- (2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) \_\_\_\_\_ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ \_\_\_\_\_;

☐ (b) \_\_\_\_\_ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ \_\_\_\_\_; or

☐ (c) \_\_\_\_\_.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

- (3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**E. Protection Period:**

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days.
- (2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.
- (4) This Paragraph 5E survives termination of this Listing.

**F. County:** All amounts payable to Broker are to be paid in cash in Galveston County, Texas.

**G. Escrow Authorization:** Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

*NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.*

**6. EXCLUSIONS:**

- A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before \_\_\_\_\_ to any of the following persons: \_\_\_\_\_ (named exclusions).
- B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
- (1) \_\_\_\_\_ % of the sales price if Seller sells the Property;
- (2) \_\_\_\_\_ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ \_\_\_\_\_; and
- (3) \_\_\_\_\_.
- C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

**7. ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.



**8. COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

**9. INTERMEDIARY:** *(Check A or B only.)*

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

**Notice:** **If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- ♦ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ♦ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

**10. CONFIDENTIAL INFORMATION:** During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

**11. BROKER'S AUTHORITY:**

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
    - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
    - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
      - (i) on the Internet on Broker's website and on other websites as Broker determines;
      - (ii) in any advertisements whether in print or electronic media; and
      - (iii) into listing services that may publicize the information on the Internet or by other means;
  - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
  - (3) furnish comparative marketing and sales information about other properties to prospects;
  - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
  - (5) obtain information from any holder of any note secured by a lien on the Property;
  - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
  - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
  - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
  - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

*NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.*

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

## 12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
- (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
  - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
  - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
  - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
  - (5) the Property is not subject to the jurisdiction of any court;
  - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
  - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer.  
(Check only one box.)

- ☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).
- ☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
  - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (c) any environmental hazards or conditions that materially affect the Property;
  - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
  - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (g) any threatened or endangered species or their habitat on the Property;
  - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (j) any material physical defects in the improvements on the Property; or
  - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

- ☐ C. PID: The Property is in the following Property Improvement District: \_\_\_\_\_
- ☐ D. Other Taxing Districts: The Property is in the following special taxing district (MUD, WCID, MMD, etc.): \_\_\_\_\_

**13. SELLER'S ADDITIONAL PROMISES:** Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
  - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
  - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
  - (3) "For Information" (or similarly worded) signs other than Broker's signs.

**14. LIMITATION OF LIABILITY:**

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
- (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
  - (2) acts of third parties (for example, vandalism or theft);
  - (3) freezing or broken water pipes;
  - (4) a dangerous condition on the Property; and
  - (5) the Property's non-compliance with any law or ordinance.
- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
- (1) that arise from Seller's failure to disclose any material information about the Property;
  - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
  - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
  - (4) that are otherwise caused by Seller or Seller's negligence.

**15. SPECIAL PROVISIONS:**

**The property to be sold is owned by the County of Galveston, Texas and must be listed for sale for at least 30 days at which time the Property may be sold to a ready, willing and able Buyer who submits the highest cash offer. As approved by the County of Galveston, the property will be listed on Loop Net and a local multiple listing service. All offers will be forwarded to Galveston County Judge Mark Henry.**

**16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

**17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

**18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**19. ADDENDA:** Addenda or information that are part of this Listing are:

- ☐ A. Information About Brokerage Services (TXR-2501)
- ☐ B. Property Description Exhibit identified in Paragraph 2
- ☐ C. Condominium Addendum to Listing (TXR-1401)
- ☒ D. Commercial Property Condition Statement (TXR-1408)
- ☐ E. Information About On-Site Sewer Facility(TXR-1407)
- ☐ F. Information about Special Flood Hazard Areas (TXR-1414)
- ☒ G. **Protect Your Family From Lead In Your Home (TXR-2511)**
- ☒ H. **Disclosure Prepared By Steve Shulz.**

**20. AGREEMENT OF THE PARTIES:**

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

**21. ADDITIONAL NOTICES:**

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**

**D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

**Seller:** County of Galveston

**Broker:** Joe Tramonte Realty, Inc. /  
Broker / Company Name: Hopkins Properties, Inc.

By: County Judge, Mark Henry

License No. 367022/346004

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Vincent J Tramonte / Paul Hopkins, Jr.

Title: Owner-Broker / President License No. 356657/346004

Date: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_





# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

March 2021

TXR-2511

# Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

## Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

## Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

## If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).





# Simple Steps to Protect Your Family from Lead Hazards

## If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

# Lead Gets into the Body in Many Ways

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## Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

## Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



## Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

# Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**

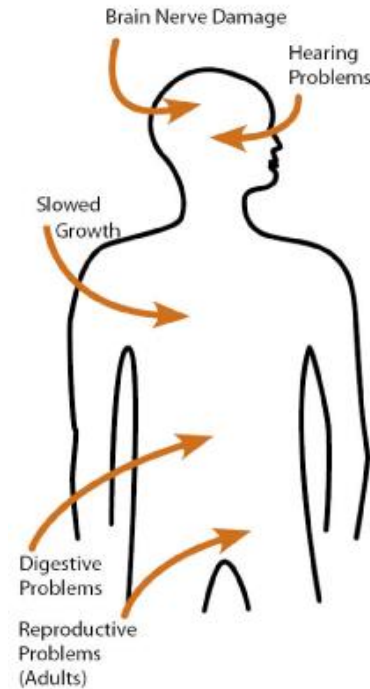
- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



# Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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<sup>1</sup> “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

# Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips - which you can see - and lead dust - which you may not be able to see - both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

# Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
  - A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



# What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

# Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatements are designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

# Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as “**greta**” and “**azarcon**,” used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead/safewater](http://epa.gov/lead/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.



# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA  
Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200



# Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

## **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## **U. S. Department of Housing and Urban Development (HUD)**

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

## **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/lead

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

# IMPORTANT!

## Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

TXR-2511

The County of Galveston, record owner of the real property which is the subject of this Listing Agreement, has been made aware of lead-based paint and lead contaminated soil on portions of the real property. It has made no independent investigation of its own and it will provide any potential purchaser of the real property a copy of the information in its possession. If any contract for purchase and sale of the real property is entered into, the County of Galveston will provide any and all disclosures required by Section 4852d of the United States Code.

LII > U.S. Code > Title 42 > CHAPTER 63A > SUBCHAPTER I > §4852d

Quick search by citation:

**Title**

enter title

**Section**

section

Go!

## 42 U.S. Code § 4852d - Disclosure of information concerning lead upon transfer of residential property

U.S. Code      Notes

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### **(a) LEAD DISCLOSURE IN PURCHASE AND SALE OR LEASE OF TARGET HOUSING**

#### **(1) LEAD-BASED PAINT HAZARDS**

Not later than 2 years after October 28, 1992, the Secretary and the Administrator of the Environmental Protection Agency shall promulgate regulations under this section for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease. The regulations shall require that, before the purchaser or lessee is obligated under any contract to purchase or lease the housing, the seller or lessor shall—

(A) provide the purchaser or lessee with a lead hazard information pamphlet, as prescribed by the Administrator of the Environmental Protection Agency under section 406 of the Toxic Substances Control Act [15 U.S.C. 2686];

(B) disclose to the purchaser or lessee the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to the purchaser or lessee any lead hazard evaluation report available to the seller or lessor; and

(C) permit the purchaser a 10-day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

## **(2) CONTRACT FOR PURCHASE AND SALE**

Regulations promulgated under this section shall provide that every contract for the purchase and sale of any interest in target housing shall contain a Lead Warning Statement and a statement signed by the purchaser that the purchaser has—

(A) read the Lead Warning Statement and understands its contents;

(B) received a lead hazard information pamphlet; and

(C) had a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

## **(3) CONTENTS OF LEAD WARNING STATEMENT**

The Lead Warning Statement shall contain the following text printed in large type on a separate sheet of paper attached to the contract:

“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or

inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

**(4) COMPLIANCE ASSURANCE**

Whenever a seller or lessor has entered into a contract with an agent for the purpose of selling or leasing a unit of target housing, the regulations promulgated under this section shall require the agent, on behalf of the seller or lessor, to ensure compliance with the requirements of this section.

**(5) PROMULGATION**

A suit may be brought against the Secretary of Housing and Urban Development and the Administrator of the Environmental Protection Agency under section 20 of the Toxic Substances Control Act [15 U.S.C. 2619] to compel promulgation of the regulations required under this section and the Federal district court shall have jurisdiction to order such promulgation.

**(b) PENALTIES FOR VIOLATIONS**

**(1) MONETARY PENALTY**

Any person who knowingly violates any provision of this section shall be subject to civil money penalties in accordance with the provisions of section 3545 of this title.

**(2) ACTION BY SECRETARY**

The Secretary is authorized to take such lawful action as may be necessary to enjoin any violation of this section.

**(3) CIVIL LIABILITY**

Any person who knowingly violates the provisions of this section shall be jointly and severally liable to the purchaser or lessee in an amount equal to 3 times the amount of damages incurred by such individual.

**(4) COSTS**

In any civil action brought for damages pursuant to paragraph (3), the appropriate court may award court costs to the party commencing such action, together with reasonable attorney fees and any expert witness fees, if that party prevails.

**(5) PROHIBITED ACT**

It shall be a prohibited act under section 409 of the Toxic Substances Control Act [15 U.S.C. 2689] for any person to fail or refuse to comply with a provision of this section or with any rule or order issued under this section. For purposes of enforcing this section under the Toxic Substances Control Act [15 U.S.C. 2601 et seq.], the penalty for each violation applicable under section 16 of that Act [15 U.S.C. 2615] shall not be more than \$10,000.

**(c) VALIDITY OF CONTRACTS AND LIENS**

Nothing in this section shall affect the validity or enforceability of any sale or contract for the purchase and sale or lease of any interest in residential real property or any loan, loan agreement, mortgage, or lien made or arising in connection with a mortgage loan, nor shall anything in this section create a defect in title.

**(d) EFFECTIVE DATE**

The regulations under this section shall take effect 3 years after October 28, 1992.

(Pub. L. 102-550, title X, § 1018, Oct. 28, 1992, 106 Stat. 3910.)



## U.S. Code Toolbox

Law about... Articles from Wex

Table of Popular Names

Parallel Table of Authorities

How current is this?

Target housing means any **housing constructed prior to 1978**, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.





**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
AS REQUIRED BY FEDERAL LAW**

CONCERNING THE PROPERTY AT \_\_\_\_\_  
(Street Address and City)

**A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE: Inspector must be properly certified as required by federal law.**

**B. SELLER'S DISCLOSURE:**

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):  
☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_  
☐ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):  
☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_  
☐ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS** (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.
- ☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Other Broker	_____ Date	_____ Listing Broker	_____ Date



The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)



## COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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CONCERNING THE PROPERTY AT: 1424 45th Street, Galveston, TX 77550

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT. THE TERM "LANDLORD" INCLUDES SUBLESSORS.

### **PART I - Complete if Property is Improved or Unimproved**

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(b) asbestos components:		
(i) friable components? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(ii) non-friable components? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(c) urea-formaldehyde insulation? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(d) endangered species or their habitat? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(e) wetlands? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(f) underground storage tanks? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(h) lead-based paint? . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) hazardous materials or toxic waste? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? ..	<input type="checkbox"/>	<input type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)? . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) any improper drainage onto or away from the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(4) any fault line at or near the Property that materially and adversely affects the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(5) air space restrictions or easements on or affecting the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(6) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

(TXR-1408) 07-08-22      Initialed by Seller or Landlord: \_\_\_\_\_, \_\_\_\_\_ and Buyer or Tenant: \_\_\_\_\_, \_\_\_\_\_

Page 1 of 5

	<u>Aware</u>	<u>Not Aware</u>
(7) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(8) pending changes in zoning, restrictions, or in physical use of the Property? . . . . . The current zoning of the Property is: _____	<input type="checkbox"/>	<input type="checkbox"/>
(9) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(10) lawsuits affecting title to or use or enjoyment of the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(11) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(12) common areas or facilities affiliated with the Property co-owned with others? . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(13) an owners' or tenants' association or maintenance fee or assessment affecting the Property? . . . . . If aware, name of association: _____ Name of manager: _____ Amount of fee or assessment: \$ _____ per _____ Are fees current through the date of this notice? [ <input type="checkbox"/> ] yes [ <input type="checkbox"/> ] no [ <input type="checkbox"/> ] unknown	<input type="checkbox"/>	<input type="checkbox"/>
(14) subsurface structures, hydraulic lifts, or pits on the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(15) intermittent or wet weather springs that affect the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(16) any material defect in any irrigation system, fences, or signs on the Property? . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(17) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(18) any of the following rights vested in others:		
(a) outstanding mineral rights? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(b) timber rights? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(c) water rights? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(d) other rights? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(19) any personal property or equipment or similar items subject to financing, liens, or lease(s)? . . . . . If aware, list items: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of any of the conditions listed above, explain. (*Attach additional information if needed.*) \_\_\_\_\_

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**PART 2 - Complete if Property is Improved or Unimproved**

Are you (Seller or Landlord) aware of any of the following conditions*:	<u><b>Aware</b></u>	<u><b>Not Aware</b></u>
(1) Present flood insurance coverage? .....	<input type="checkbox"/>	<input type="checkbox"/>
(2) Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir? .....	<input type="checkbox"/>	<input type="checkbox"/>
(3) Previous flooding due to a natural flood event? .....	<input type="checkbox"/>	<input type="checkbox"/>
(4) Previous water penetration into a structure on the Property due to a natural flood event? .....	<input type="checkbox"/>	<input type="checkbox"/>
(5) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)? .....	<input type="checkbox"/>	<input type="checkbox"/>
(6) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))? .....	<input type="checkbox"/>	<input type="checkbox"/>
(7) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodway? .....	<input type="checkbox"/>	<input type="checkbox"/>
(8) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a flood pool? .....	<input type="checkbox"/>	<input type="checkbox"/>
(9) Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a reservoir? .....	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above is "aware," explain: *(attach additional sheets as necessary)*

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**\*If Buyer or Tenant is concerned about these matters, Buyer or Tenant may consult Information About Flood Hazards (TXR 1414)**

*For purposes of this notice:*

*"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.*

*"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.*

*"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.*

*"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).*

*"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.*

*"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.*

(10) Have you (Seller or Landlord) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? ..... ☐ yes ☐ no  
If yes, explain: *(attach additional sheets as necessary)*

(11) Have you (Seller or Landlord) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ..... ☐ yes ☐ no  
If yes, explain: *(attach additional sheets as necessary)*

**PART 3 - Complete only if Property is Improved**

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) exterior walls? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) fireplaces and chimneys? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) windows, doors, plate glass, or canopies . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) pools or spas and equipment? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) fire sprinkler systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) landscape sprinkler system? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) water coolers? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) private water wells? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) pumps or sump pumps? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) gas lines? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) fire detection systems?			
(b) porches or decks? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) rails or overhead cranes? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) elevators or escalators? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) parking areas, drives, steps, walkways? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (*Attach additional information if needed.*) \_\_\_\_\_

\_\_\_\_\_

	<u>Aware</u>	<u>Not Aware</u>
<b>B. Are you (Seller or Landlord) aware of:</b>		
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(b) water penetration? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(c) previous flooding or water drainage? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(d) soil erosion or water ponding? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years? . . . . . <i>if aware, attach a copy of the mold remediation certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
(8) previous termite treatment on the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(9) previous fires that materially affected the Property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. *(Attach additional information, if needed.)* \_\_\_\_\_

**The undersigned acknowledges receipt of the foregoing statement.**

**Seller or Landlord:** \_\_\_\_\_

**Buyer or Tenant:** \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**NOTICE TO BUYER OR TENANT:** The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*22.**

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### **Contract Approval Request Form**

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

- **Date of Request:** 12/27/2023
- **Contract Type:** Expense
- **Renewal Contract:** Yes
- **Department Name:** Information Technology
- **Department Contact:** Misty Witmer
- **Description:** Support Renewal for Varonis DatAdvantage, DatAlert, and DatAnswers with Freeit Data Solutions submitted by Information Technology
- **PEID No:** 712388
- **Req. No:** FR403486
- **Org key:** 1101-159100
- **Object Code:** 5419301
- **Vendor:** Freeit Data Solutions
- **Vendor Contract No:** DIR-CPO-4795

#### **Expenditure Budget/Revenue Projections**

- **Fund Name:** General Fund
- **Fund #:** 1101
- **Current Year Budgeted:** \$200,000.00
  - a. The overage of \$3085.81 is taken from: \$2118.50- Nessus and \$967.11-Netmotion
- **Current Year Projected:** \$203,085.81
- **Year 2:**
- **Year 3:**
- **Year 4:**
- **Year 5:**
- **Totals:**

#### **To Be Completed by Purchasing Department**

- **Contract Start Date:** 2/27/2024
- **Auto Renewal Contract:** Yes
- **Bid No:** NA
- **Contract End Date:** 2/26/2025

- **Contract # Issued by Purchasing Department: CM23112**

**NOTES:** - DIR-CPO-4795 - HB1295 on file

**Approval History**

Seq #	Approver	Action	Action Date
1	Misty Witmer	Approve	12/28/23 8:12 am
2	Rufus Crowder	Escalated	1/1/24 5:27 pm
3	Tammy Dickey	Delegated	1/3/24 9:43 am
4	Melissa Fleming	Delegated	1/3/24 11:39 am
5	Rufus Crowder	Approve	1/3/24 2:08 pm
6	Sergio Cruz	Approve	1/3/24 3:21 pm
7	Randall Rice	Approve	1/3/24 3:29 pm
8	Veronica Van Horn	Disapprove	1/3/24 4:54 pm
<b>Notes:</b> Quote is expired please obtain new quote-VVH			
9	Misty Witmer	Approve	1/4/24 1:51 pm
10	Rufus Crowder	Approve	1/4/24 2:01 pm
11	Sergio Cruz	Escalated	1/8/24 5:26 pm
12	Diana Huallpa	Approve	1/9/24 9:21 am
13	Randall Rice	Approve	1/9/24 12:24 pm
14	Veronica Van Horn	Approve	1/10/24 3:38 pm





# Galveston County Purchase Requisition

Department: **INFORMATION TECHNOLOGY**

Date: **12/27/2023**

Deliver To: **INFORMATION TECHNOLOGY**

Date Required: **12/27/2023**

Quantity	Unit	Description	Unit Price	Total	RCVD.	Paid
1300	EA	SOFTWARE MAINTENANCE- DATADVANTAGE FOR DIRECTORY SERVICES ON-PREM SUBSCRIPTION; ITEM NUMBER: DADS-1001-1500OS	36.21	47073.00		
1300	EA	SOFTWARE MAINTENANCE- DATADVANTAGE FOR WINDOWS ON-PREM SUBSCRIPTION; ITEM NUMBER: DAW-1001-1500OS	36.21	47073.00		
1300	EA	SOFTWARE MAINTENANCE- DATALEST SUITE ON-PREM SUBSCRIPTION; ITEM NUMBER: DLS-1001-1500OS	36.21	47073.00		
1300	EA	SOFTWARE MAINTENANCE- DATA CLASSIFICATION FRAMEWORK FOR WINDOWS AND SHAREPOINT ON-PREM SUBSCRIPTION; ITEM NUMBER: DCF-1001-1500OS	26.07	33891.00		
1	EA	SOFTWARE MAINTENANCE- 1 COLLECTOR ON-PREM SUBSCRIPTION; ITEM NUMBER: CL-1-5OS	4445.81	4445.81		
1300	EA	SOFTWARE MAINTENANCE- DATANSWERS FOR WINDOWS ON-PREM SUBSCRIPTION; ITEM NUMBER: DW-1001-1500OS	18.10	23530.00		
DIR-CPO-4795 REQUESTED BY: CLAUDIA PEREZ SERVICE REQUEST NUMBER: SR-23794 QUOTE NUMBER: 324278 FOR: SUPPORT RENEWAL FOR VARONIS DATADVANTAGE, DATALEST, AND DATANSWERS						

\*\*\*Page 1 of 1\*\*\*

<b>Total:</b>	<b>203085.81</b>
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I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

Charge to a/c: **1101-1591-00-5419301**

PR# **FR403486**

<b>Suggested Vendor:</b>	<b>FREEIT DATA SOLUTIONS</b>	<b>Purchase Order Number:</b>	
<b>I have this date order the above material or services from vendor: 712388</b>		<b>Date emailed to vendor:</b>	
		<b>Date emailed to AP:</b>	
		<b>Date approved in One Solution:</b>	



## Information Technology Department

### 5WH- VARONIS SUBSCRIPTION RENEWAL 2023

**CAR Form Description:** Support subscription renewal for:  
Varonis DatAdvantage, DatAlert and DatAnswers

**What:** Support subscription renewal for:  
Varonis DatAdvantage, DatAlert and DatAnswers  
Coverage Period: 02/27/24 – 02/26/25

**Who:** Infrastructure Support

**Where:** Enterprise Wide

**When:** February 15, 2024

**Why:** Varonis is the enterprise tool that provides us with visibility into our file servers by providing detailed auditing on files and directories being monitored. It also provides detailed auditing information on our directory services which helps with compliance requirements. In addition, it sets off alerts and provides notifications and reports when it identifies potential vulnerabilities or suspicious activity on systems being monitored.

**Additional Information:**

<u>Item/Description</u>	<u>Qty</u>	<u>Units</u>	<u>Total</u>
See initial quote attached for itemized list.			\$203,085.81

Total \$203,085.81

Maintenance: Software ☐ Hardware ☒ FY: 24 Renewal: ☒ Budget Amount: \$200,000

DIR Contract Yes ☒ DIR-CPO-4795 No ☐

Charge to account: 1101159100 5419301

Submitted by: Claudia Perez

Date: 12/22/2023

REQUEST ID- # 23794

## Varonis Subscription - Renewal

Requested by Perez, Claudia on Dec 22, 2023 02:26 PM

Approval Status : Not Configured

### Request Details

Request Type **Service Request**Mode **Not Assigned**Status **Open**Level **Not Assigned**

### Requester Details

Requester Name **Perez, Claudia**Asset **-**Site **Base Site**Category **Purchasing**Group **Business Office**Sub Category **Services**Technician **Not Assigned**Item **Not Assigned**Total Cost **203085.81 \$**Has your department  
budgeted for this? **Yes**Date Needed Completed **Feb 15, 2024 02:22**  
By: **PM**

### OIT Business Office Use Only

Fiscal Year **Not Assigned**Budget Amount **Not Assigned**Maintenance **Not Assigned**DIR Contract **Not Assigned**Submitted By: **Not Assigned**Submitted Date **Not Configured**Created Date **Dec 22, 2023 02:26**  
**PM**Responded Time **Not Configured**Due by date **Jan 10, 2024 02:26**  
**PM**Completed Time **Not Configured**Response Due Date **Not Configured**

Emails to Notify -

Created By **Perez, Claudia**Department **Information Technology**Template **Purchase Supplies or Services**Service Category **Purchasing**SLA **10 Day Resolution**

## Description

### Describe what is being purchased?

Support subscription renewal for: Varonis DatAdvantage, DatAlert and DatAnswers Coverage Period: 02/27/24 – 02/26/25

### Why is this equipment needed?

### What Department and/or who will use this item?

### Additional Information - URLs or places items can be purchased:

## Requester Details

**Perez, Claudia**

claudia.perez@galvestoncountytexas.gov

Employee ID	E01437
Phone	+14097706201
Mobile	-
Job Title	Enterprise Systems Administrator
Site	Base Site
Department	Information Technology
Reporting Manager	Azez, Firas
Test	-

## Assets belonging to the User

Asset Name	Product	Product Type	Asset Type	Manufacturer Name	Warranty Expiry
4g6ld42.gc.pr	Precision T1700	Workstation	Asset	Dell Inc.	

i

665NGN3	WD19S	Docking Station	Component	Dell	
DX813H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
FCH2140D1DB	UC Conference Phone - 8841	Desktop Phones	Asset	Cisco	
FX813H3	U2722D	Monitor	Component	Dell	Mar 16, 2025



Contract No: DIR-CPO-4795  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

**Galveston County**  
Lauren Michaels  
722 Moody Ave, Suite 202  
Galveston, TX 77550  
(409) 770-6233  
Lauren.Michaels@galvestoncountytexas.gov

**Quote Number:** 324278  
**Quote Date:** 1/4/2024  
**Expiration Date:** 2/3/2024

**Freeit Data Solutions, Inc.**  
P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Leslie Spinks  
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Varonis Renewal - 1yr Term</b>				
<b>Maintenance</b>				
1300	DADS-1001-1500OS	DatAdvantage for Directory Services On-prem subscription	\$36.21	\$47,073.00
1300	DAW-1001-1500OS	DatAdvantage for Windows On-prem subscription	\$36.21	\$47,073.00
1300	DLS-1001-1500OS	DatAlert Suite On-prem subscription	\$36.21	\$47,073.00
1300	DCF-1001-1500OS	Data Classification Framework for Windows and SharePoint On-prem subscription	\$26.07	\$33,891.00
1	CL-1-5OS	1 Collector On-prem subscription	\$4,445.81	\$4,445.81
1300	DW-1001-1500OS	DatAnswers for Windows Onprem subscription	\$18.10	\$23,530.00
<b>Subscription Period:</b> 02/27/2024 - 02/26/2025				

List Total:	\$231,340.77
DIR Discounted Total:	\$219,790.53
Shipping and Tax not applicable:	\$0.00
Additional Discount:	(\$16,704.72)
Grand Total:	\$203,085.81

**Customer Signature of Acceptance**

**PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-cpo-4795> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

**Galveston County, Texas**  
**Adopted Budget**  
**Fiscal Year 2024 Contracts**

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New (Y/N) Contract #	Qty	Unit Cost	Requested Budget	Adopted Budget
1101		Fund	General Fund								
<div><div>1591</div><div>Department: Information Technology</div><div>159100</div><div>Division: Information Technology</div></div>											
5419301	01	Digital Certificates	10/01/2023	09/30/2024	BIDCON SOFTWARE		N	1	3,500	3,500	3,500
					Bid and Contract Vendor		TBD				
5419301	01	TimeClock Plus Maintenance	10/01/2023	09/30/2024	BIDCON SOFTWARE		N	1	33,000	33,000	33,000
					Bid and Contract Vendor		TBD				
5419301	01	TreeSize	10/01/2023	09/30/2024	BIDCON SOFTWARE		N	1	200	200	200
					Bid and Contract Vendor		TBD				
5419301	01	Varonis Software Maintenance	10/01/2023	09/30/2024	BIDCON SOFTWARE		N	1	200,000	200,000	200,000
					Bid and Contract Vendor		TBD				
5419301	01	VMWare Support	10/01/2023	09/30/2024	BIDCON SOFTWARE		N	1	60,000	60,000	60,000
					Bid and Contract Vendor		TBD				
5419301	01	Genetec 1 of 5	10/01/2023	09/30/2024	BIDCON SOFTWARE		N	1	180,000	180,000	180,000
					Bid and Contract Vendor		TBD				
5419301	01	Cisco Security EA	10/01/2023	09/30/2024	BIDCON SOFTWARE		N	1	546,000	2,600,000	546,000
					Bid and Contract Vendor		TBD				



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*23.**

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Consideration for authorization to extend the contract for RFP #B232009. Community Preparedness Program Administrator on behalf of the Emergency Management Department submitted by the Purchasing Agent

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 12:53 pm





## THE COUNTY OF GALVESTON

**RUFUS G. CROWDER, CPPO, CPPB**  
PURCHASING AGENT

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

**ERIN QUIROGA, MBA, CPPB**  
ASST. PURCHASING AGENT

January 8, 2024

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

**Re: RFP #B232009, Community Preparedness Program Administrator  
Contract #CM23092**

Gentlemen,

The contract associated with RFP #B232009, Community Preparedness Program Administrator, is scheduled for its first extension on February 17, 2024. The contracted vendor for this service is John Hermann Greater Metropolitan Safety Council.

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

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Rufus G. Crowder", is written over a long, thin horizontal line that extends across the page.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston

Attachments



## County of Galveston

Date: 11/15/2023

To: Rufus Crowder  
Purchasing Agent

From: Scott Tafuri  
Director Of Emergency Management

Re: CM23092/B232009- Community Preparedness Program Administrator

291010, Emergency Management has reviewed B232009 - CM23092 - Community Preparedness Program Administrator, which will expire on 2/16/2024 and has requested to RENEW/EXTEND CONTRACT OR BID.

Decision approved electronically by **Scott Tafuri, Director Of Emergency Management**



**THE COUNTY OF GALVESTON**

**RUFUS G. CROWDER, CPPO CPPB**

PURCHASING AGENT  
**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550

Friday, January 5, 2024  
JOHN FRANK HERRMAN  
DBA GREATER METROPOLITAN SAFETY COUNCIL  
1201 ENTERPRISE AVE APT 610  
LEAGUE CITY, TX 77573-1854

**RE: SOLICITATION NAME: Community Preparedness Program Administrator**  
**Contract # CM23092 / Bid # B232009**

Good day,


The resultant contract listed below is eligible for the 2<sup>nd</sup> extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM23092
- Bid Number: B232009
- Solicitation Name: Community Preparedness Program Administrator
- Extension Period: 02/17/2024 – 02/16/2025

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 1/5/2024

Owner GMSC  
TITLE

**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL  
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION  
GALVESTON COUNTY, TEXAS**

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**SPECIAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION**  
**GALVESTON COUNTY, TEXAS**

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the 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 soliciting this Request for Proposal to enter into an agreement with a contractor to recruit, train, and manage volunteers that will be available to assist the Galveston County Office of Emergency Management (GCOEM) in the event of an emergency or disaster. Such events require 24/7 responses from emergency first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel.

**B. EXCEPTIONS TO PROPOSAL 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.

**C. PROCUREMENT TIMELINE**

A timeline for this RFP and initial process are included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

Advertise RFP (first date of publication)	Wednesday, November 16, 2022
Advertise RFP (second date of publication)	Wednesday, November 23, 2022
Deadline for Questions & Inquiries	Wednesday, November 30, 2022, by 5:00 pm
Submission Deadline / RFP Opening	Thursday, December 15, 2022, at 2:00 pm

Interested parties may attend the Thursday, December 15, 2022, 2:00 pm, bid opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=ma1cea1c7e991a2465ae23246233d1ff8>

Join by meeting number

Meeting number (access code): 2499 936 7492

Meeting password: B232009 (2232009 from video systems)

**SPECIAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION**  
**GALVESTON COUNTY, TEXAS**

Tap to join from a mobile device (attendees only)  
+1-415-655-0001,,24999367492## US Toll

Join by phone  
+1-415-655-0001 US Toll  
Global call-in numbers

Join from a video system or application  
Dial 24999367492@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**D. SUBMISSION INSTRUCTIONS**

One (1) single-sided unbound original and five (5) single-sided copies of the proposal must be submitted no later than 2:00 P.M. CST, on Thursday, December 15, 2022, to:

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston  
722 Moody Avenue (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, TX 77550

The time stamp clock located in the Purchasing Agent's office shall serve as the official time-keeping piece for this solicitation process. Any qualification statements received after 2:00 P.M. 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, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/county-offices/purchasing>

**E. PERFORMANCE AND PAYMENT BONDS**

Performance and Payment bonds *are a requirement* of this solicitation.

**F. BEST AND FINAL OFFERS (BAFO)**

The Best and Final Offer process *is applicable* to this solicitation.

**G. DAVIS-BACON WAGE RATES**

Davis-Bacon Wage Rates *are not requirements* of this solicitation.

**H. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION**

Proposers desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral

## **SPECIAL PROVISIONS**

### **REQUEST FOR PROPOSAL COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION GALVESTON COUNTY, TEXAS**

explanations or instructions will not be binding. Any information given to a Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all proposers as an addendum to the solicitation. Proposers **must** direct all inquiries to the following:

**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
722 21<sup>st</sup> Street (Moody), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
E-mail: [purchasing.bids@co.galveston.tx.us](mailto:purchasing.bids@co.galveston.tx.us)**

**Proposers must e-mail their inquiries** (with the subject line “Community Preparedness Program Administrator–RFP #B232009 – Questions”) for additional information and/or clarification to the address listed above. The request must include the Proposer’s name and the RFP 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 proposals due date.***

Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent’s Office shall post the answers to the County website from the procurement web page and via addendum.

#### **I. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT**

Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this RFP is:

**Scott Tafuri  
Emergency Management Director  
1353 FM 646  
Dickinson, TX 77539**

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.galvestoncountytexas.gov/county-offices/purchasing>. The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the 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

**SPECIAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION**  
**GALVESTON COUNTY, TEXAS**

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.

**J. CONTRACT AND TERM**

The term of this contract shall be for initial term of one (1) year with four (4), 1 (one) year options to renew, if mutually agreed upon by both parties. An option to renew may be exercised only if all terms and conditions, other than the contract period being extended, remain unchanged and in full force and effect.

Each renewal is to be executed in the form of an extension letter from the Galveston County Purchasing Agent not earlier than thirty (30) days prior to the expiration date of the contract or renewal period and not later than the final day of the contract or the renewal period. An option to renew may not cover a period of more than one (1) year, and the total period of this contract, including the primary term and all extensions, may not exceed a maximum combined period of five (5) years.

The term of the contract will begin on the date of execution by the Galveston County Commissioners' Court and will terminate on the date specified in the resultant contract.

**K. REQUIREMENTS OF RESPONSES**

Respondent shall provide one (1) original and five (5) hard copies of its Statement of Proposal, to the Purchasing Agent on or before the deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

**L. INSURANCE**

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)



## **SPECIAL PROVISIONS**

### **REQUEST FOR PROPOSAL COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION GALVESTON COUNTY, TEXAS**

calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

**Workers' Compensation Insurance.** Respondent shall carry in full force Workers' Compensation Insurance 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.

#### **M. 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**

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 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.**

## **SPECIAL PROVISIONS**

### **REQUEST FOR PROPOSAL COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION GALVESTON COUNTY, TEXAS**

#### **N. SCOPE OF WORK**

##### **Outreach**

- Recruit, train, retain, and coordinate CERT volunteers that will assist with emergency preparedness and response activities in Galveston County;
- Recruit volunteers utilizing various outlets to include, not limited to print media, the website, social media page, and presentations at civic and public venues;
- Promote FEMA Independent Study Courses, FEMA Preparedness Public Announcements, and Courses being offered by GCOEM

##### **Training**

- CERT Basic Training/Academy
- Stop the Bleed
- CPR
- First Aid
- Any additional courses, *not listed*, will need to be requested in writing to ensure training educates and trains volunteers about disaster preparedness for incidents and/or emergencies that may impact our area, including acts of terrorism.
  - Minimum of 4 trainings a year
  - Minimum of 12 new students per academy
  - Above listed courses do not include current members unless re-certification is required
- Teen CERT Training/Academy
  - Minimum of 1 training a year

##### **Exercises**

- Basic Academy - minimum 4 exercises
- Fire extinguisher - minimum 4 exercises

##### **Disaster/Emergency Activities**

- Volunteer Coordinator
  - Coordinate with EMC or Deputy EMC on Volunteer needs
  - Monitor volunteers
  - During activation by OEM, a minimum of 15% of the total membership list will be required to be available and to activate when requested
  - Track and document Volunteer Service Hours. Provide all documentation to OEM staff for disaster FEMA claims.

#### **O. ADDITIONAL REQUIREMENTS**

- Any additional classes must be listed in the bid, to include pricing
- Instructor certification for all classes being offered must be in the bid
- At the start of each calendar year, a completed training schedule will be delivered to OEM staff
- At the start of each calendar year, a full roster of all active Galveston County CERT members will be delivered to OEM staff, to also include, member training certifications

**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL  
COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION  
GALVESTON COUNTY, TEXAS**

- Provide all sign in sheets of courses/trainings at the end of each month to OEM
- Must adhere to the Community Preparedness Monitoring Policy

**P. EVALUATION CRITERIA**

The selection process will be based on the responses to this Request for Proposal and any interviews required to verify the ability of proposer to provide services. A committee comprised of members of the Galveston County Commissioners' Court departments and the Purchasing Department will evaluate each firm's response as determined by meeting the following criteria:

- |  |     |
|--|-----|
| • Cost                                   | 25% |
| • Experience & Qualifications            | 35% |
| • Timeline of accomplishing deliverables | 20% |
| • References                             | 20% |

*End of Special Provisions*



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*24.**

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

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:48 am



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**ERIN QUIROGA, MBA, CPPB**  
ASSISTANT PURCHASING AGENT

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

January 12, 2024

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

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

Gentlemen,

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

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

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus Crowder", is written over a horizontal line.

Rufus Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston

Attachment

## Nolan, Edward

---

**From:** Nolan, Edward  
**Sent:** Friday, January 12, 2024 3:22 PM  
**To:** Dickey, Tammy  
**Subject:** Agenda request for commissioners court 01/22/2024: 190100, County Engineers - 20240112  
**Attachments:** 190100, County Engineers - 20240112 .pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for removal : **(190100, County Engineers - 20240112.pdf)**:

- (5) filing cabinets – surplus
- (1) Typewriter
- (1) Television – broken

Thanks!

Edward Nolan  
Purchasing Asset Coordinator  
Galveston County Purchasing Department  
(409) 770-5417  
(409) 621-7991 Fax  
[Edward.Nolan@co.galveston.tx.us](mailto:Edward.Nolan@co.galveston.tx.us)

**Confidentiality Notice** | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.



## PROPERTY DISPOSAL REPORT

DATE: 1/12/2024

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 190100, County Engineers Elizabeth Robertson

*E Robertson*

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

### METHOD OF DISPOSAL

☐ Auction \_\_\_\_\_  
Date

☐ Theft \_\_\_\_\_ (Attach the Law Enforcement Agency Theft Report)  
Date

☐ Destroyed by  
☐ Natural Disaster \_\_\_\_\_  
Date  
☐ Traffic Accident \_\_\_\_\_  
Date

☐ Trade-In \_\_\_\_\_  
Date

☐ Donated \_\_\_\_\_ Agency receiving donation: \_\_\_\_\_  
Date

Disposal of: N/A - 5 filing cabinets / 1 broken TV / 1 type  
FAID No. & Description

Reason for disposal: Surplus / salvage items

Serial No./VIN #: \_\_\_\_\_

From: 190100, County Engineers Location: Old courthouse

Department No. & Name

Building, Floor, Suite, or Room No.

Comments: \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS**

### PURCHASING DEPARTMENT USE ONLY

1/12/2024  
Date Form Processed

*[Signature]*  
Fixed Asset Property Manager



## GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 1/12/2024

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Elizabeth Robertson Elizabeth Robertson 190100, County Engineers  
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: 5 filing cabinets / 1 broken TV / 1 typewriter

Make:        Model:       

Serial/VIN:        Year:        Color: black

Description of Use: Office items (filing / AV / typewriter)

Reason for Disposal: Surplus / salvage

Is this item currently in sound working condition?        Yes X No

If no, please describe and list all defects.

\* Television is broken // Filing cabinets and typewriter in working condition

Other:       

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

1/12/2024  
Date Form Processed

Edward J. [Signature]  
Fixed Asset Property Manager

Form No. FA-10  
04/20/2015















# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*25.**

---

Receive and file Local Government Purchasing Cooperative - BuyBoard check submitted by the Purchasing Agent

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:53 am



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**ERIN QUIROGA, MBA, CPPB**  
ASSISTANT PURCHASING AGENT

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

January 11, 2024

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

**Re: Local Government Purchasing Cooperative – BuyBoard Rebate Check**

Gentlemen,

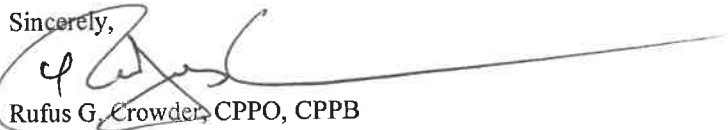
As a result of the growth of The Local Government Purchasing Cooperative and Galveston County Commissioners' Court's cooperative involvement in the Local Government Purchasing Cooperative – BuyBoard, the distribution of 10.8 million is being rebated to eligible members.

As a direct result of the County's involvement in fiscal year 2022-2023 a check totaling \$6,676.00 has been forwarded to the County Clerk for deposit into the general fund.

A copy of the check is attached for your review.

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

Sincerely,

  
Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston

Attachment



December 1, 2023

RE: Cooperative Rebate Check

Dear BuyBoard member:

We are pleased to present your organization with the enclosed rebate check.

Because of your participation and confidence in The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), the program has continued to grow over the last few years. The purchasing volume exceeded \$1.7 billion for the 2022-23 fiscal year, and membership has grown to over 4,000 governmental members throughout the state.

As a result of the continued growth, the Cooperative is sending rebate checks to eligible members. The rebate is reflective of the Cooperative collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of \$10.8 million to be rebated to 1,322 members, based on each entity's contribution to the Cooperative's excess revenue. The enclosed check results from your participation in the Cooperative for the 2022-23 fiscal year.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

Ms. Marta Alvarez  
Chair  
The Local Government Purchasing Cooperative

The Local Government Purchasing  
Cooperative  
P.O. Box 400  
Austin, TX 78767-0400

JPMorgan Chase Bank, N.A., Dallas, TX

88-88/1113

22882

12/1/2023

Vendor No. 84275

SIX THOUSAND SIX HUNDRED SEVENTY SIX AND 00/100\*\*\*

\$\$\$6,676.00

VOID IF NOT CASHED IN 90 DAYS

PAY TO THE GALVESTON COUNTY  
ORDER OF 722 MOODY AVE, 5TH FLOOR  
GALVESTON, TX 77550

*[Signature]*

⑈00022882⑈ ⑆111300880⑆

734240047⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing  
Cooperative  
P.O. Box 400  
Austin, TX 78767-0400

Net Amount: \$\$\$6,676.00  
Payee Name: GALVESTON COUNTY

22882  
12/1/2023

Invoice Number	Invoice date	Description	Gross	Discount	Amount Paid
11.25.2023	11/25/2023	2022-23 COOP BUYBOARD REBATE	6,676.00	0.00	6,676.00
Total					6,676.00



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*26.**

---

Receive and file contract extension for amendment no. 17 to the GLO contract  
#10-5052-000-5028 (Round 1) submitted by the County Engineer

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 2:47 pm





**AMENDMENT No. 17 TO  
GLO CONTRACT No. 10-5052-000-5028**

**THE GENERAL LAND OFFICE** (the “GLO”) and **GALVESTON COUNTY** (“Grantee”), each a “Party” and collectively “the Parties” to GLO Contract No. 10-5052-000-5028 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. **SECTION 2** of the Contract is amended to reflect a termination date of **March 31, 2024**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or December 31, 2023.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOLLOWS**

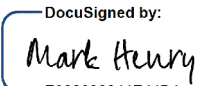
SIGNATURE PAGE FOR AMENDMENT NO. 17 TO  
GLO CONTRACT NO. 10-5052-000-5028

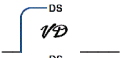
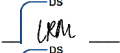
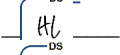
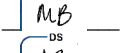
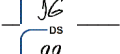
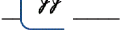
GENERAL LAND OFFICE

GALVESTON COUNTY

DocuSigned by:  
  
7C299F4374E7497...  
Mark A. Havens, Chief Clerk

Date of execution: 12/21/2023

DocuSigned by:  
  
E032098844E44B4  
Name: Mark Henry  
Title: County Judge  
Date of execution: 12/19/2023

OGC   
PM   
SDD   
DGC   
GC   
DLC 

**Certificate Of Completion**

Envelope Id: D0A7E1594F7947208A20EB10BB64333D

Status: Completed

Subject: \$0 Amendment No. 17 : 10-5052-000-5028 - Galveston County (Texas GLO)

Source Envelope:

Document Pages: 13

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 6

Armando Montante

AutoNav: Enabled

1700 Congress Ave

Enveloped Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Armando.Montante@glo.texas.gov

IP Address: 204.65.210.41

**Record Tracking**

Status: Original

Holder: Armando Montante

Location: DocuSign

11/30/2023 11:49:19 AM

Armando.Montante@glo.texas.gov

**Signer Events****Signature****Timestamp**

Vada Dillawn



Sent: 11/30/2023 3:34:32 PM

vada.dillawn@glo.texas.gov

Viewed: 12/5/2023 9:39:23 AM

Staff Attorney

Signed: 12/5/2023 9:39:39 AM

Texas General Land Office

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 204.65.210.226

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Linda Majani



Sent: 12/5/2023 9:39:41 AM

linda.majani.glo@recovery.texas.gov

Viewed: 12/5/2023 9:52:22 AM

Texas General Land Office

Signed: 12/5/2023 9:52:36 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 204.65.210.194

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Heather Lagrone



Sent: 12/5/2023 9:52:41 AM

heather.lagrone.glo@recovery.texas.gov

Viewed: 12/5/2023 1:04:32 PM

Sr Dep director

Signed: 12/5/2023 1:04:38 PM

Texas General Land Office

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 204.65.210.138

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marc Barenblat



Sent: 12/5/2023 1:04:41 PM

marc.barenblat@glo.texas.gov

Viewed: 12/5/2023 2:56:59 PM

Deputy General Counsel

Signed: 12/5/2023 2:57:26 PM

Texas General Land Office



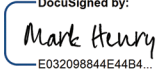
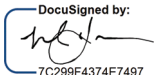
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Security Level: Email, Account Authentication (None)

Using IP Address: 204.65.210.248

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.61</p>	<p>Sent: 12/5/2023 2:57:32 PM Viewed: 12/5/2023 3:52:32 PM Signed: 12/5/2023 3:52:37 PM</p>
<p>Jennifer Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.220</p>	<p>Sent: 12/5/2023 3:52:40 PM Viewed: 12/5/2023 4:35:12 PM Signed: 12/5/2023 4:36:20 PM</p>
<p>Mark Henry mark.henry@co.galveston.tx.us County Judge GALVESTON COUNTY Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.201.142.254</p>	<p>Sent: 12/5/2023 4:36:23 PM Viewed: 12/19/2023 2:43:05 PM Signed: 12/19/2023 2:43:20 PM</p>
<p>Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 166.205.97.1 Signed using mobile</p>	<p>Sent: 12/19/2023 2:43:22 PM Viewed: 12/21/2023 12:53:40 PM Signed: 12/21/2023 12:53:54 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		<p>Sent: 11/30/2023 11:57:48 AM</p>

Carbon Copy Events	Status	Timestamp
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/30/2023 11:57:48 AM Resent: 11/30/2023 3:34:31 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/30/2023 11:57:48 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/30/2023 11:57:49 AM
Armando Montante armando.montante@glo.texas.gov Contract Specialist Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/30/2023 11:57:49 AM
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/5/2023 9:39:41 AM
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Carbon Copy Events	Status	Timestamp
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Nancy Baher nancy.baher@co.galveston.tx.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/5/2023 4:36:22 PM Viewed: 12/8/2023 10:05:41 AM
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:01 PM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:02 PM
Abby McClean Abby.McClean.glo@Recovery.Texas.Gov MQA Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:03 PM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:04 PM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:04 PM
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:06 PM

Carbon Copy Events	Status	Timestamp
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:12 PM
Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:17 PM
Nichole Gee nichole.gee.ctr@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/21/2023 12:54:24 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	11/30/2023 3:34:30 PM
Certified Delivered	Security Checked	12/21/2023 12:53:40 PM
Signing Complete	Security Checked	12/21/2023 12:53:54 PM
Completed	Security Checked	12/21/2023 12:54:24 PM
Payment Events	Status	Timestamps



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*27.**

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Receive and file contract extension for amendment no. 4 to the GLO contract #16-209-000-9676  
(Round 2.3) submitted by the County Engineer

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 1:41 pm





**AMENDMENT No. 4 TO  
GLO CONTRACT No. 16-209-000-9676**

**THE GENERAL LAND OFFICE** (the "GLO") and **COUNTY OF GALVESTON** ("Grantee"), each a "Party" and collectively "the Parties" to GLO Contract No. 16-209-000-9676 (the "Contract"), desire to amend the Contract. Therefore, the Parties agree as follows:


1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **March 31, 2024**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or December 31, 2023.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOLLOWS**

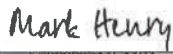
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GLO CONTRACT NO. 16-209-000-9676


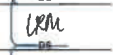
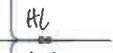
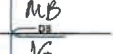


GENERAL LAND OFFICE

COUNTY OF GALVESTON

DocuSigned by:  
  
7C299F4374E7497...  
Mark A. Havens, Chief Clerk

Date of execution: 12/19/2023

DocuSigned by:  
  
E0320988241574B4  
Name: Mark Henry  
Title: County Judge  
Date of execution: 12/19/2023

OGC	
PM	
SDD	
DGC	
GC	
DLC	



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*28.**

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Consideration of acknowledging receipt of a sand pit permit application from Sidney Bouse on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:55 am

**County of Galveston**  
**Sand Pit Permit Application**

\*\*OFFICE USE ONLY\*\*

Flood Map Panel: <u>315</u>	Flood Map Date: <u>8.15.19</u>	Flood Zone: <u>VE</u>
Application Date: <u>1.11.24</u>	Payment Amount: <u>\$50.00</u>	Receipt#: <u>1255056121</u>
Permit # _____	Date Issued: _____	Expires: _____

Location of Sand Pit (Address): 3925 Hwy 87, Crystal Beach  
GCAD Acct or Parcel # 396365

Land Owner: Name: Sidney Bouse Phone #: 409.771.5554  
Mailing Address: PO Box 6, Iola, Texas 77861  
Email: sid@surveygalveston.com

Authorized Agent: Name: John "JC" Bouse Phone #: 979.578.2007  
Mailing Address: 1895 FM 2434, Weimar, Texas 78962  
Email: jc@parr2llc.com

I hereby authorize JC Bouse to act on my behalf, as my agent, in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

Signature of Land Owner

Date

01/11/2024

I agree that:

- I acknowledge Galveston County's interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;
- Any deviation from the permitted improvements is justification for the issuance of a Stop Work Order.
- I understand that any deviation in the work performed on the Improvements is a wrongful act causing irreparable injury and presenting imminent harm, for which Galveston County has no adequate remedy at law;
- I further agree that Galveston County's lack of an adequate remedy at law justifies imposition of a temporary restraining order and a temporary injunction Issued against me to bar any further work under the Sand Pit Permit pending resolution of the dispute between Galveston County and me;
- In the event that Galveston County files suit seeking injunctive and/or other relief, I hereby submit to the jurisdiction of the State District Courts exercising jurisdiction in Galveston County and agree to the issuance of such temporary restraining orders and temporary Injunctions as may be required to halt the construction of work on the Improvements that deviate from the Building Permit; and

## County of Galveston

### Sand Pit Permit Application

- in the event that Galveston County files suit against me I agree to pay the reasonable attorneys' fee, court costs and other expenses incurred by the County in the prosecution of that suit.
- The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute any approval of a permit.

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

Agreed: \_\_\_\_\_

Authorized Agent Signature

11/11/24

Date

01/11/2024  
Date

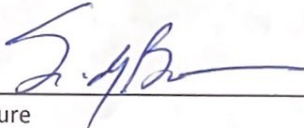
To Whom it May Concern:

My name is Sidney Bouse (name/with company name if applicable). I am making application for a sand pit permit on a 204.12 acre tract in the A. Van Nordstrand Survey (subdivision/tract) on Bolivar Peninsula, Galveston County at 3925 Hwy 87 (address), Port Bolivar (town), Texas.

The location of the proposed excavation is approximately 4.5 miles northeast of the Bolivar ferry landing and 560 feet northerly from SH 87. The dimensions of the proposed excavation are 151 feet by 190 feet.

I am requesting a sand pit permit to be issued on this property according to the attached map. This area is in a VE (flood zone) zone according to FIRM 315G (flood map#), dated 8.15.2019. This property does/does not (circle one) lie within the Coastal Barrier Act.

Sidney Bouse  
Printed Name

  
Signature

PO Box 6, Iola, Texas 77861

Mailing Address

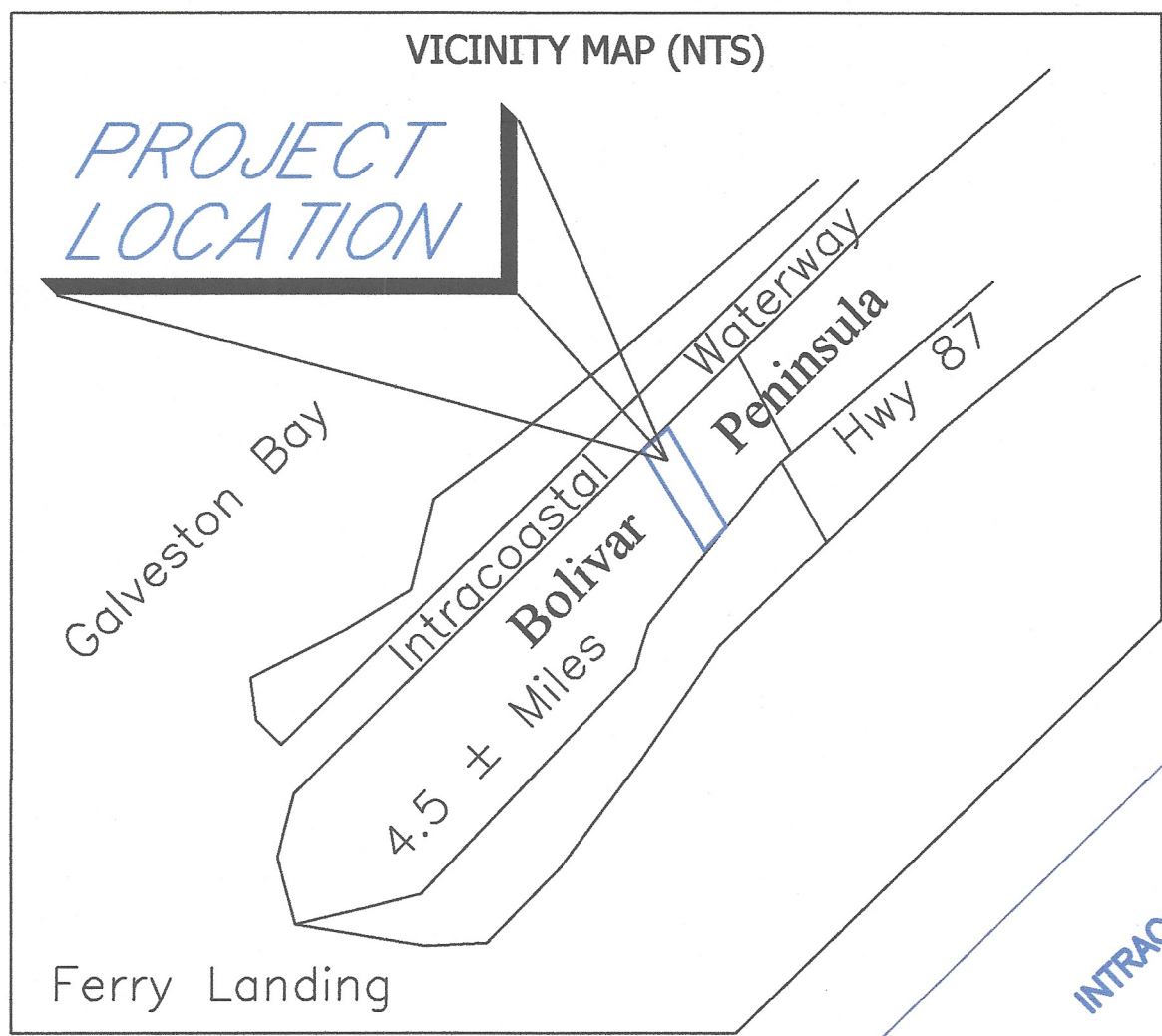
sid@surveygalveston.com

Email

409.771.5554

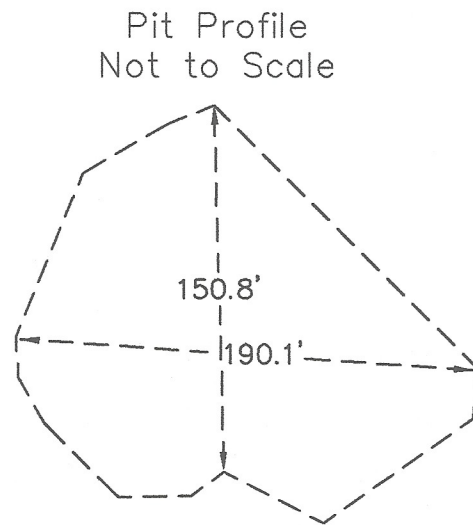
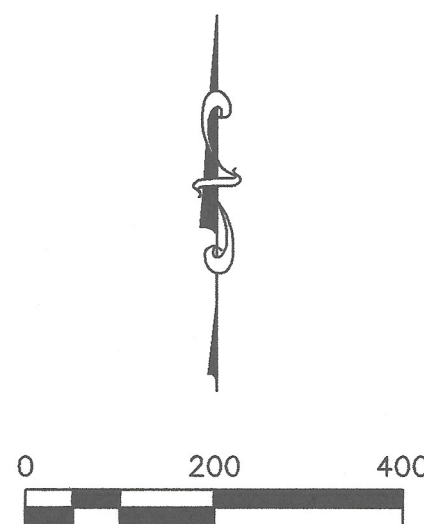
Phone number





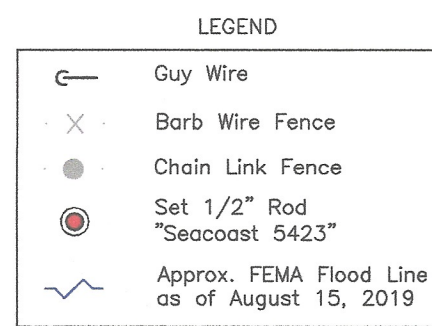
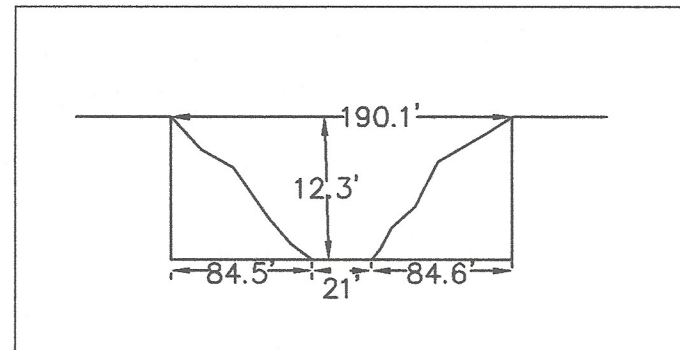
3925 State Highway No. 87, Port Bolivar TX 77650

ABRAHAM VAN NORDSTRAND SURVEY  
ABSTRACT 203



DETAIL "A"

Slope Profile  
Not to Scale



G2G HOLDINGS, LLC  
151.00 AC  
GCCFN 2021042374 OPRGCC1x

204.149 Acres  
(8,892,420 Square feet)

3148.2'

Zone: VE  
BFE: 12'

JOHNSON ANDREW JR & MARCO  
106.00 AC  
GCCFN 9701295 GCCD.R

Zone: AE  
BFE: 13'

Zone: VE  
BFE: 13'

CBRS AREA  
10/01/1983

SEE DETAIL "A"

Cell Tower

Cattle Pens

Gravel Road

Fresh Water  
Pond not part of  
pit

Zone: VE  
BFE: 14'

Zone: VE  
BFE: 15'

Zone: VE  
BFE: 16'

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

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

BEGINNING at a 1 inch iron Pipe found in the northerly right-of-way (R.O.W) line of State Highway Number 87 (120 feet wide) and being the east corner of a 151.00 acre tract of land deeded to G2G Holdings, LLC at Clerk's File Number 2021042374 O.P.R.G.C.T. and the south corner of the herein described tract (N:13,721,375.00 E:3,331,916.40);

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

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

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

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



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

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

*Michael Hoover*

Michael Hoover  
Registered Professional  
Land Surveyor No. 5423



SURVEY DATE: April 11, 2023  
FILE No.: 0203-0002-0001-000  
DRAFTING: rb  
JOB No.: 23-0284





# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*29.**

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Consideration of authorizing the County Judge to execute a drainage easement to City of Kemah submitted by Platting & Right-of-Way

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:51 am



## RIGHT OF WAY DRAINAGE EASEMENT

THE STATE OF TEXAS                    }  
  }**KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF GALVESTON                }

**THAT WE, County of Galveston**, State of Texas, hereinafter referred to as Grantors, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) to Grantors in hand paid by the **City of Kemah**, the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the **City of Kemah**, its successors and assigns, a drainage easement for the purpose of constructing and maintaining, operating, repairing, and reconstructing a drainage system upon and across the following described real property lying and being situated in the County of Galveston, Texas, being more particularly described as follows, to-wit:

AS DESCRIBED IN EXHIBIT "A"

This conveyance is subject to the following terms and provisions, to-wit:

- 1) That Grantee, its successors or assigns, shall have all rights and benefits necessary and convenient for the full enjoyment and use of the rights herein granted, including such ingress and egress to and from said right of way on the proviso that such ingress and egress shall be limited to the lands herein conveyed.
- 2) That Grantors reserve all of the oil, gas, and sulfur in and under the lands herein conveyed but waive all rights of ingress and egress to the surface hereof for the purpose of exploring, developing, mining, or drilling for the same; however, nothing in this reservation shall affect the title and rights of the County of Galveston, its successors or assigns to take and use all other minerals and materials thereon, therein, or thereunder.
- 3) That said above described tract of land shall be used by the **City of Kemah**, its successors and assigns for drainage or other lawful County or City purposes.

**TO HAVE AND TO HOLD** said easement herein conveyed, together with all and singular the rights and appurtenances thereto in anywise belonging unto the County of Galveston, its successors and assigns forever; and Grantors do hereby bind itself, its successors, and assigns, to warrant and forever defend all and singular the said premises herein conveyed unto the **City of Kemah**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Mark Henry County Judge**  
**Galveston County**

**ACKNOWLEDGMENT**

THE STATE OF TEXAS                    }  
COUNTY OF GALVESTON                }

BEFORE ME, the undersigned authority, on this day personally appeared **Mark Henry** known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission expires:

## DESCRIPTION

Of 0.080 acres out of the remainder of a called 33.668 acres tract of land of which a 2% undivided interest was conveyed by deed dated September 21, 2005 from Gordy Property Management LLC, to Gordy Holdings Ltd., as recorded in Galveston County Clerk's File Number (G.C.C.F. No.) 2005073325 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.R.P.G.C.T.), and a 98% undivided interest was conveyed by deed dated March 05, 2001 from Ralph S. Gordy and Annie M. Gordy to THE GORDY FAMILY TRUST, as recorded in G.C.C.F. No. 2001010527 of the O.P.R.R.P.G.C.T. Said 0.080 acre being situated in the M. Muldoon League, Abstract No. 18, Galveston County, Texas and being more particularly described by metes and bounds as follows; (Bearings based on Texas State Plane Coordinate System, NAD83 South Central Zone – 4204)

**BEGINNING** at a 5/8 inch iron rod with LJA cap found in the southeast line of said 33.668 acres, same being the southernmost east corner of a called 2.986 acres tract conveyed by deed dated December 12, 2018 from Gordy Property Management, LLC, to the City of Kemah as recorded in Instrument No. 2018072932 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.R.P.G.C.T.), said iron rod being in the northeast right-of-way (R.O.W.) line of Evergreen Memorial Parkway (50.00' R.O.W. – Inst. No. 2018072932, O.P.R.R.P.G.C.T.);

**THENCE** North 42° 22' 59" West a distance of 175.00 feet along the northeast line of said Evergreen Memorial Parkway to a point for the west corner of the herein described tract;


**THENCE** North 47° 37' 01" East a distance of 20.00 feet to the north corner of the herein described tract;

**THENCE** South 42° 22' 59" East a distance of 175.00 feet along a line 20 feet northeast of and parallel with the northeast line of said Evergreen Memorial Parkway to a point for corner in the northwest line of a called 88.811 acre tract described in G.C.C.F. No. 2020076492, and being the south corner of the herein described tract;

**THENCE** South 47° 37' 01" West a distance of 20.00 feet along the southeast line of said 33.668 acres tract to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 0.080 acres or 3,500 square feet of land.

**WITNESS MY HAND AND SEAL THIS THE 14<sup>th</sup> DAY OF SEPTEMBER 2023.**

Revised October 27, 2023 (undivided interest ownership)

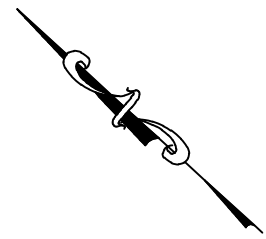
  
Scot Lowe  
Registered Professional Land Surveyor  
Texas Registration No. 5007  
T.B.P.L.S. Firm No. 10194382  
Description prepared in conjunction with Survey Exhibit  
S001-E135-0440.925 Dated 09/14/2023  
Corners not staked for this Exhibit



LEGEND:

FND	FOUND
IR	IRON ROD
R.O.W.	RIGHT OF WAY
G.C.C.F.	GALVESTON COUNTY CLERKS FILE
G.C.D.R.	GALVESTON COUNTY DEED RECORDS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GALVESTON COUNTY, TEXAS
●	IRON ROD

Line Table		
Line #	Direction	Length
L1	S47° 37' 01"W	20.00'
L2	N47° 37' 01"E	20.00'



CALLLED: 33.668 ACRES  
GRANTOR: GORDY PROPERTY MANAGEMENT LLC  
GRANTEE: GORDY HOLDINGS LTD  
G.C.C.F. NO. 2005073325  
SEPTEMBER 21, 2005  
G.C.D.R.

RESIDUE  
CALLLED: 88.811 ACRES  
MERITAGE HOMES OF TEXAS, LLC  
G.C.C.F. NO. 2020076492  
O.P.R.G.C.T.

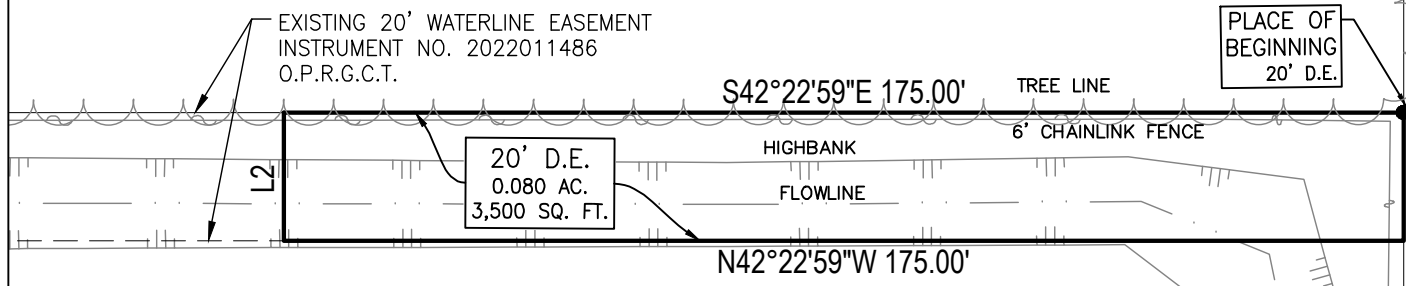
CALLLED: 2.986 ACRES  
GRANTOR: GORDY PROPERTY  
GRANTEE: CITY OF KEMAH MANAGEMENT, LLC  
INSTRUMENT NO. 2018072932  
DECEMBER 12, 2018  
O.P.R.G.C.T.

**EVERGREEN MEMORIAL PARKWAY**  
(50' R.O.W.)  
H.C.C.F. NO. 2018072932-O.P.R.G.C.T.

**EVERGREEN MEMORIAL PARKWAY**  
(60' R.O.W.)  
G.C.C.F. NO. 2022009060-O.P.R.G.C.T.

EXISTING 20' WATERLINE EASEMENT  
INSTRUMENT NO. 2022011486  
O.P.R.G.C.T.

PLACE OF  
BEGINNING  
20' D.E.



S42°22'59"E 175.00'

TREE LINE

6' CHAINLINK FENCE

N42°22'59"W 175.00'

CALLLED: 57.1644 ACRES  
GRANTOR: KEMAH 72 LIMITED  
GRANTEE: COUNTY OF GALVESTON  
G.C.C.F. NO. 9041097  
DECEMBER 7, 1990  
O.P.R.G.C.T.

FND 5/8" IR 537.85'

RESERVE H  
CALLLED 0.2338 ACRES  
KEMAH CROSSING SECTION 1  
G.C.C.F. NO. 2022009060  
FEBRUARY 9, 2022  
O.P.R.G.C.T.

MARINA LANE  
(PVT. R.O.W.)  
G.C.C.F. NO. 2022009060  
O.P.R.G.C.T.

**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON TEXAS SOUTH CENTRAL NAD83(4204) STATE PLANE COORDINATE SYSTEM.
2. NO TITLE COMMITMENT FURNISHED AT TIME OF EXHIBIT. SUBJECT TO ANY EASEMENT OF RECORD. WE SUGGEST A TITLE SEARCH.
3. SUBJECT TO ANY BUILDING AND OR ZONING ORDINANCES IN THE CITY OF KEMAH, GALVESTON COUNTY, TEXAS THAT MAY BE IN EFFECT AT THE TIME OF THIS EXHIBIT.
4. EXHIBIT PREPARED IN CONJUNCTION WITH METES AND BOUNDS DESCRIPTION PROJECT NUMBER S001-E135-0440.925A DATED SEPTEMBER 14, 2023.

**EXHIBIT OF  
20' DRAINAGE  
EASEMENT-0.080 ACRES**

**M. MULDOON LEAGUE  
ABSTRACT 18  
GALVESTON COUNTY, TEXAS**

**LJA Surveying, Inc.**



2743 Smith Ranch Road Suite 901  
Pearland, Texas 77584  
Phone 281.930.0201  
T.B.P.L.S. Firm No. 10194382

PARCEL NO. 2	JOB No. S001-E135-0440.925A
	DATE: SEPTEMBER 14, 2023
DRAWN: KH	REVISED: OCTOBER 25, 2023
CHECKED:	SCALE: 1"=30' HORIZ.
APPROVED:	SHEET No. 01 Of 01



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*30.**

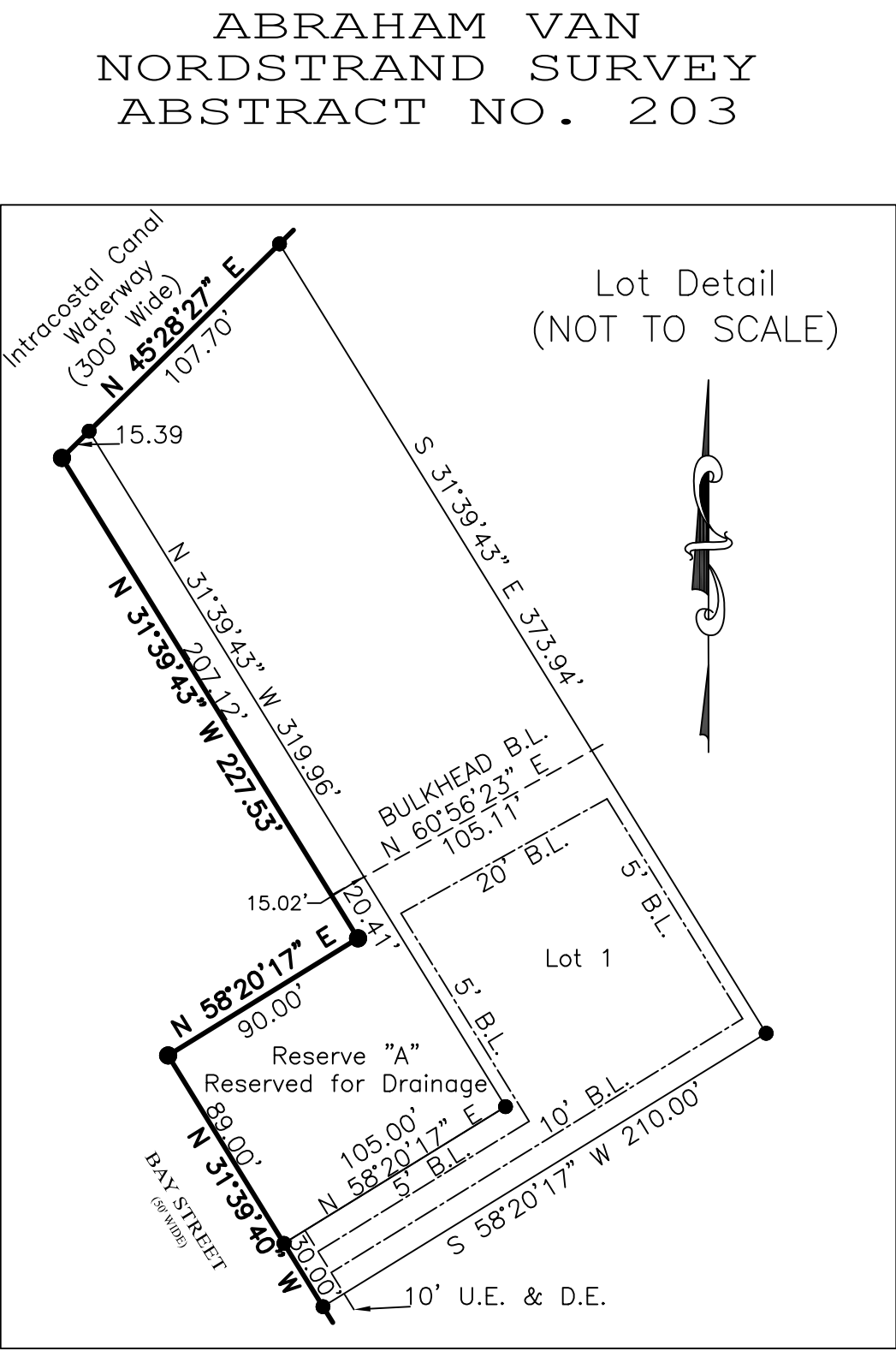
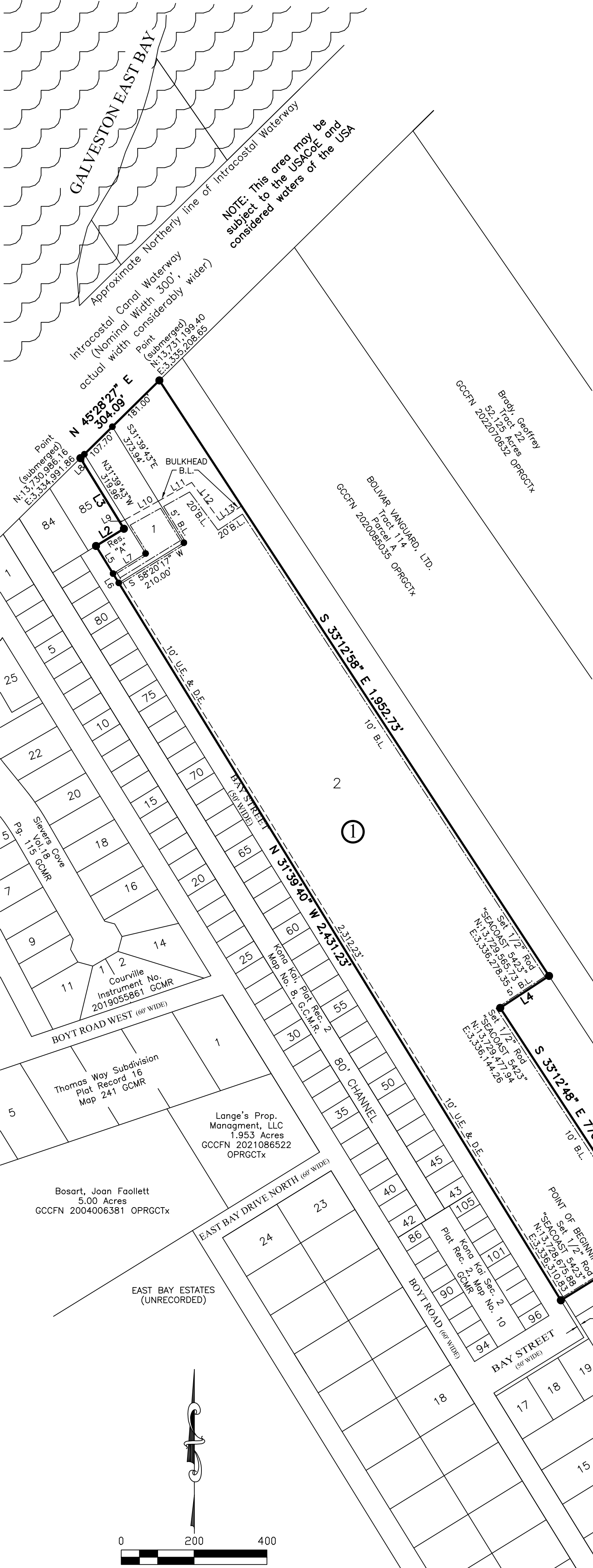
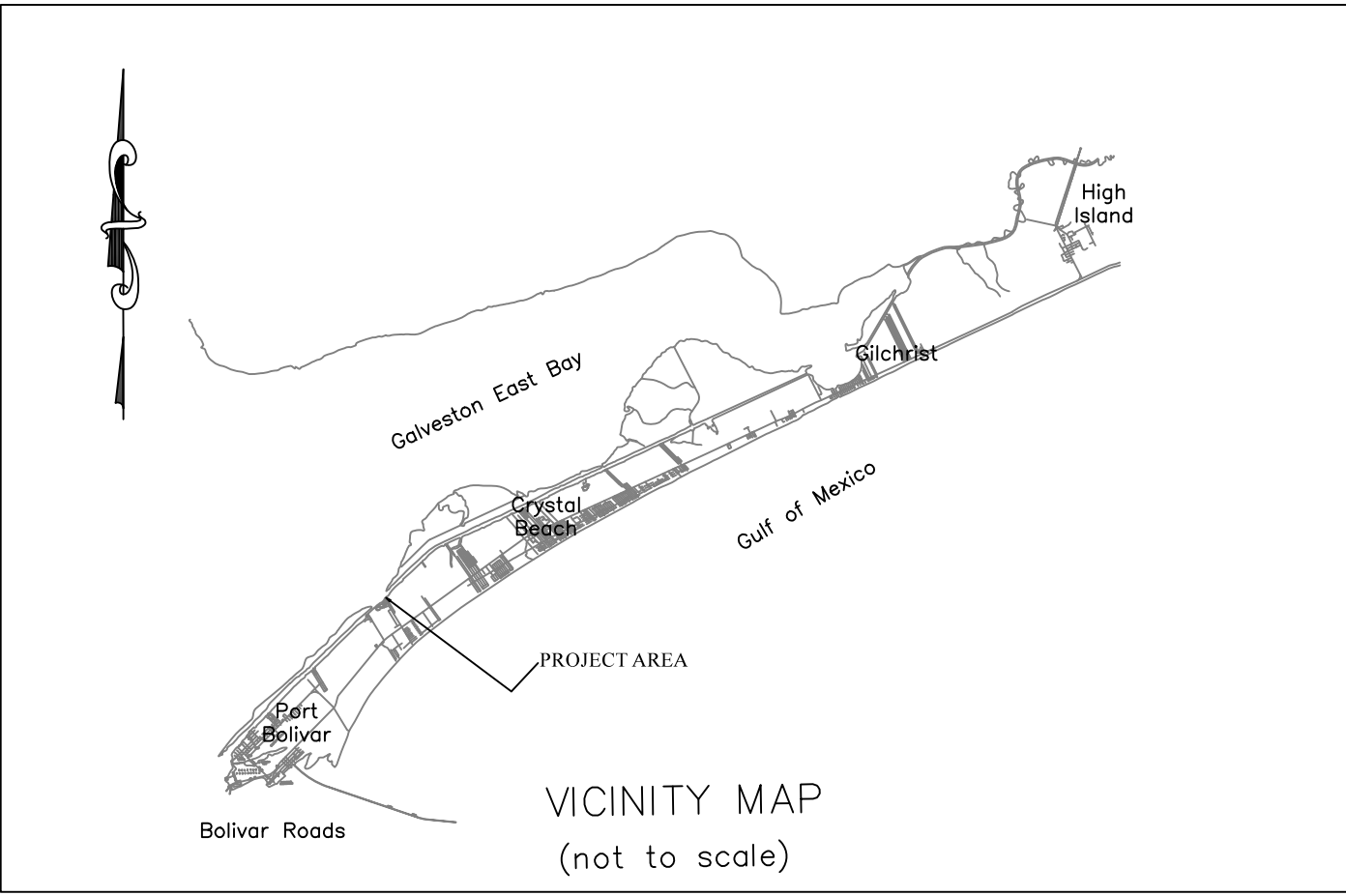
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Consideration of approval of Standefer Estates Section "A" subdivision plat submitted by  
Platting & Right-of-Way

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 11:30 am





#### GENERAL NOTES:

- 1) According to the FEMA FIRM Community Number 48167C, Panel No. 0309 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12' (as measured to the lowest horizontal structural member).
- 2) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.9; E: 3,312,955.72).
- 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 10' U.E. & D.E. off of Bay Street, 5' Side B.L., 10' Rear B.L. and 20' Bulkhead B.L. (B.L.=Building Line) ( U.E.=Utility Easement) (D.E.=Drainage Easement) unless otherwise noted.
- 5) Reserve "A" is reserved for drainage purposes.
- 6) This plat was prepared with benefit of City Planning Letter: South Land Title; File No: TP2399021, dated August 18, 2023.
- (a) No Restrictions, Liens, or easements of record.

METES AND BOUNDS DESCRIPTION  
22.821 ACRES (994,091 SQUARE FEET)  
ABRAHAM VAN NORDSTRAND SURVEY  
ABSTRACT NUMBER 203  
GALVESTON COUNTY, TEXAS

All of that certain 22.821 acre (994,091 square feet) of land situated in the Abraham Van Nordstrand Survey, Abstract Number 203, on Bolivar Peninsula, Galveston County, Texas; and being out of and a part of Parcels 57, 52, 32, 22, 42, 37, 27, and 47 set out in Decree of Partition and Report of Commissioners in Cause No. 97,653, styled of C.A. Crenshaw, et al. vs Mrs. Velma and Alfred Rogers, et al, filed in the District Court of Galveston County, Texas, and being those some parcels conveyed to East Bay Development Company, Inc., by Deeds recorded in Volume 1609, Page 61 (Parcel 32), Volume 1627, Page 427 (Parcel 57), of the Deed Records of Galveston County, Texas and further being the same lands referenced in deeds to R. K. Standefer at Clerk's File Numbers 9229791, 8234532, 9520616, 9533071, 2001042234, all of the of the Official Public Records of Galveston County, Texas (O.P.R.G.C.T.) and being more particularly described by metes and bounds as follows (all bearings 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:13,703,575.90; E:3,312,955.72). All coordinates shown hereon are reported in grid. All area quantities are reported in surface;

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set in the easterly right-of-way (R.O.W.) line of Bay Street (50' wide, Plat Record 2, Map 10 of the Galveston County Map Records (G.C.M.R.)), for the northwest corner of a certain 10' additional roadway and drainage easement as shown on the Plat of Egret Bay, a subdivision of record at Plat Record 18, page 1160, of the G.C.M.R. and the south corner of the herein described tract (N:13,728,675.88; E:3,336,310.83);

THENCE, with the easterly R.O.W. line said Bay Street and the lower westerly line of the herein described tract, North 31 Degrees 39 Minutes 40 Seconds West, a distance of 2,431.23 feet to a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set in the southerly line of Lot 85 of Kona Kai, a subdivision of record at Plat Record 2, Map Number 8, of the G.C.M.R., for the northeasterly terminus of said Bay Street and the lower west corner of the herein described tract;

THENCE, with the southerly line of said Lot 85 and the lower northerly line of the herein described tract, North 58 Degrees 20 Minutes 17 Seconds East, a distance of 90.00 feet to a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set for the easterly corner of said Lot 85 and an interior corner of the herein described tract;

THENCE, with the easterly line of said Lot 85 and the upper westerly line of the herein described tract, North 31 Degrees 39 Minutes 43 Seconds West, a distance of 227.53 feet to a point (submerged) in the southerly R.O.W. line of the Intracoastal Canal Waterway (ICW, nominal width 300 feet; actual width considerably wider) for the north corner of said Lot 85 and the upper west corner of the herein described tract (N:13,730,986.16; E:3,334,991.86);

THENCE, with the southerly line of said ICW and the upper northerly line of the herein described tract, North 45 Degrees 28 Minutes 27 Seconds East, a distance of 304.09 feet to a point (submerged) in the southerly line of said ICW for the west corner of that certain Tract 20 (confidential owner, Clerk's File Number 2021072683 of the O.P.R.G.C.T.), and the north corner of the herein described tract (N:13,731,199.40; E:3,335,208.65);

THENCE, with the westerly line of said Tract 20 and the easterly line of the herein described tract, South 33 Degrees 12 Minutes 58 Seconds East, a distance of 1,952.73 feet to a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set for the north corner of Reserve 1 of said Egret Bay and the upper east corner of the herein described tract (N:13,729,565.73; E:3,336,278.35);

THENCE, with the upper northerly line of said Reserve 1 and the upper southerly line of the herein described tract, South 56 Degrees 47 Minutes 12 Seconds West, a distance of 160.27 feet to a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set for an angle point of said Reserve 1 and an interior corner of the herein described tract (N:13,729,477.94; E:3,336,144.26);

THENCE, with the upper westerly line of said Reserve 1 and the lower easterly line of the herein described tract, South 33 Degrees 12 Minutes 48 Seconds East, a distance of 770.42 feet to a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set for an interior corner of said Reserve 1 and the lower east corner of the herein described tract (N:13,728,833.37; E:3,336,566.27);

THENCE, with the lower northerly line of said Reserve 1 and the lower south line of the herein described tract, South 58 Degrees 20 Minutes 33 Seconds West, a distance of 300.09 feet to the POINT OF BEGINNING and containing 22.821 acres (994,091 square feet) of land.

UPLAND/SUBMERGED AREA TABLE				
LOT	ACREAGE (UPLAND)	SQUARE FEET (UPLAND)	ACREAGE (SUBMERGED)	SQUARE FEET (SUBMERGED)
LOT 1	0.401	17,465	0.544	23,690
LOT 2	20.270	882,947	1.313	57,204
RES."A"	0.221	9,646	0.072	3,139
TOTAL	20.892	910,058	1.929	84,033

AREA TABLE			
LOT	BLOCK	ACREAGE	SQUARE FEET
LOT 1	1	0.945	41,154
LOT 2	1	21.582	940,153
RES."A"	1	0.294	12,784
TOTAL		22.821	994,091

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 58°20'33" W	300.09'
L2	N 58°20'17" E	90.00'
L3	N 31°39'43" W	227.53'
L4	S 56°47'12" W	160.27'
L5	N 31°39'43" W	89.00'
L6	N 31°39'43" W	30.00'
L7	N 58°20'17" E	105.00'
L8	N 45°28'27" E	15.39'
L9	N 60°56'23" E	15.02'
L10	N 60°56'23" E	105.11'
L11	N 60°44'11" E	105.03'
L12	S 36°35'15" E	129.46'
L13	N 56°47'02" E	71.59'

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

\_\_\_\_\_, 2023, at \_\_\_\_\_ O'clock, \_\_\_\_\_ M., and duly recorded on

\_\_\_\_\_, 2023, 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 STANDEFER ESTATES SECTION "A" as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of \_\_\_\_\_, 2023.

Dwight D. Sullivan County Clerk  
Galveston County, Texas

By \_\_\_\_\_, Deputy

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all 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

STATE OF TEXAS                    }}  
COUNTY OF GALVESTON        }}        SUSAN TAYLOR, MANAGER OF THE STANDEFER FAMILY TRUST, hereinafter referred to as Owners of the 22.821 Acre (994,091 Square Feet) tract described in the above and foregoing map of STANDEFER ESTATES SECTION "A", 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: Standefer Family Trust

By: \_\_\_\_\_  
Susan Taylor  
Its: Manager

STATE OF TEXAS                    }}  
COUNTY OF GALVESTON        }}        BEFORE ME, the undersigned authority, on this day personally appeared SUSAN TAYLOR, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

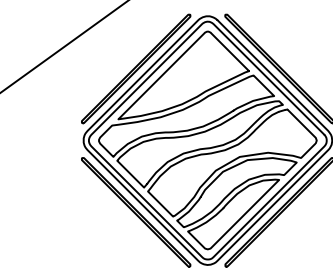
# STANDEFER ESTATES SECTION "A"

22.821 Acres (994,091 Square Feet)  
situated in the Abraham Van Nordstrand Survey  
Abstract Number 203  
Galveston, County, Texas

2 LOTS 1 RESERVE 1 BLOCK

Owner:

STANDEFER FAMILY TRUST  
2414 BAYCREST DRIVE HOUSTON, TX 77058



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



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*31.**

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Consideration of approval of Walters Addition No. 1 subdivision plat submitted by Platting & Right-of-Way

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 12:46 pm







# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*32.**

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Consideration of approval of application from Todd Eckhardt for a partial replat of San Leon Farms Home Tracts submitted by Platting & Right-of-Way

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 3:49 pm

On this the 22<sup>nd</sup> day of January, 2024, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

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

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

WHEREAS, the subdivision plat of San Leon Farms Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in recorded in Plat Record 5, Map Number 51 of the Map Records of Galveston County, Texas to:

WHEREAS, by the application attached hereto as Exhibit "A", **TODD ECKHARDT** have filed their Petition and Application for permission to revise a portion of Lot 5 and Lot 6 in Block 35; and

WHEREAS, V.T.C.A., Local Government Code, sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and posted on the county website; and

BE IT THEREFORE ORDERED, that Michael Shannon, County Engineer be authorized and directed to give notice of this application in a newspaper of general circulation in Galveston County, the attached notice at least 3 times during the period that begins on the 30<sup>th</sup> day and ends on the 7<sup>th</sup> day before the date of the meeting which the Commissioners Court will consider the application.

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear protests to the revision of the subdivision plat will be March 4, 2024 at 9:30 a.m. in the following location:

Galveston County Courthouse  
722 Moody, 1<sup>st</sup> Floor  
Galveston, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 22<sup>nd</sup> Day January, 2024.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

EXHIBIT "A"

APPLICATION FOR PERMISSION  
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS  
NOW COMES TODD ECKHARDT and files this Petition and Application to revise plat of San Leon Farm Home Tracts subdivision plat recorded in Plat Record 5, Map Number 51 of the Map Records of Galveston County, Texas to:


- a. To Create 26 Lots

TODD ECKHARDT requests permission to revise the Subdivision Plat in accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner TODD ECKHARDT, owns land in San Leon Farm Home Tracts that is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the Subdivision Plat that will be revised is:
  - a. Lot 5 and Lot 6 in Block 35
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised Plat or part of a Plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners of the lands within the Subdivision Plat and that said notice be published in a newspaper general circulation in Galveston County as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this Honorable Court enter such further orders and take further action as may be proper.

  
\_\_\_\_\_  
Todd Eckhardt

  
\_\_\_\_\_  
Date

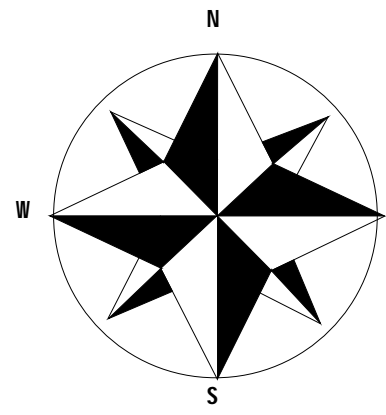
NOTES:  
BASIS OF BEARINGS IS THE TEXAS  
STATE PLANE COORDINATE  
SYSTEM (NAD83 DATUM, SOUTH  
CENTRAL ZONE 4204).

ACCORDING TO FIRM COMMUNITY  
PANEL NO. 48167C0255G, DATED  
8/15/2019, THIS PROPERTY LIES  
IN FLOOD ZONE AE, WHICH IS  
CONSIDERED TO BE WITHIN THE  
SPECIAL FLOOD HAZARD AREA.

OTHER MATTERS OR ENCUMBRANCES  
AFFECTING THE SUBJECT PROPERTY,  
IF ANY, ARE NOT SHOWN.

PREPARED BY:  
LAND SURVEY CO  
PO BOX 128  
KEMAH TX 77565  
FIRM REG. NO. 10045700  
281-338-4008

OWNER/DEVELOPER:  
TODD ECKHARDT  
12530 MOSSYCUP DR.  
HOUSTON TX 77024



SCALE: 1 INCH = 50 FEET

STATE OF TEXAS

COUNTY OF GALVESTON

I, TODD ECKHARDT, herein after referred to as owner of the 5.000 Acre tract of land described by the above and foregoing map of VIKINGS PORT, SECTION 1, do hereby make and establish said plat of said property according to all lines, dedications, and notations on said map and plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owner has dedicated and by these presents do dedicate to the use of the public for public utility unobstructed aerial easements. The aerial easements shall extend horizontally and additional eleven feet, six inches (11'06") for ten feet (10'00") perimeter ground easements or five feet six inches (5' 06") for sixteen feet (16'00") perimeter ground easements, from a plane sixteen feet (16'00") 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 (21'06") in width;

FURTHER, owner has dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 00") for ten feet (10' 00") back to back ground easements or seven feet (7' 00") for sixteen feet (16' 00") back to back ground easements, from a plane sixteen feet (16' 00") 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' 00") in width.

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

FURTHER, owner does hereby dedicate to 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 on said plat, as easements for drainage purposes, giving Galveston County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

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

FURTHER, owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities. FURTHER, owners do hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER owners do hereby certify and covenant that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioner's Court of Galveston County.

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

TODD ECKHARDT

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared TODD ECKHARDT, 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 consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

We, HOMETOWN BANK N.A., owner and holder of a lien against the property described in the plat known as VIKINGS PORT, SECTION 1, said lien being evidenced by instrument of record in Galveston County Clerk's File No. 2022089647, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and We hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

Bill C. Provenzano  
Senior Vice President  
HomeTown Bank N.A.

STATE OF TEXAS }

COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared TODD ECKHARDT, 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 consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Michael C. Shannon- County Engineer

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

Mark A. Henry  
County Judge

Darell Apffel  
Commissioner Precinct No. 1

The above subdivision titled VIKINGS PORT, SECTION 1 as mapped, approved by the Commissioners Court of Galveston County, Texas, by order of \_\_\_\_\_, 2023.

by:  
Dwight D. Sullivan  
Galveston County Clerk

I, Christopher Trusky am authorized under the laws of the State of Texas to practice the profession surveying and hereby certify the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent material) pipes or rods that have an outside diameter of not less than three-quarter (3/4) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.

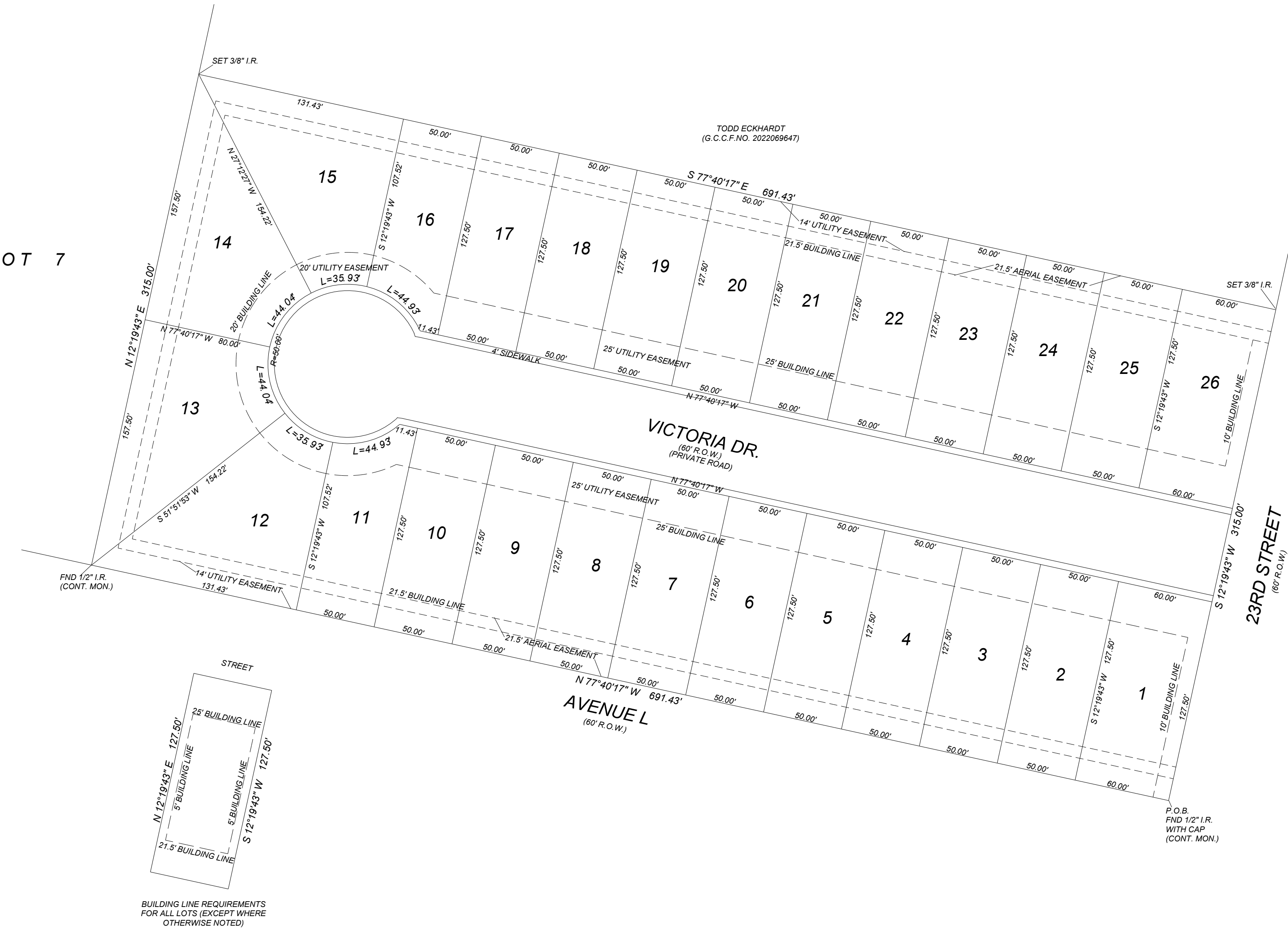
Christopher Trusky  
Registered Professional Surveyor No. 5247

I, DWIGHT D SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on \_\_\_\_\_, 2023 at \_\_\_\_O'clock \_\_\_\_M, and duly recorded on \_\_\_\_\_, 2023, at \_\_\_\_O'clock \_\_\_\_M in Galveston County Clerk's File No. \_\_\_\_\_.

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

Dwight D. Sullivan  
County Clerk  
Galveston County, Texas.

by: \_\_\_\_\_  
Deputy



THE SOUTH ONE-HALF OF LOTS 5 AND 6 IN BLOCK 35 OF THE SAN LEON FARM HOME TRACTS, A SUBDIVISION IN GALVESTON COUNTY, TEXAS.

According to the map or plat thereof recorded in Plat Record 5, Map No. 51 of the Map Records in the Office of the County Clerk of Galveston County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for the Southeast corner of Lot 5, same being the intersection of the Northeastly right of way line of Avenue L, (based on 60 feet in width) with the Northwestly right of way line of 23rd Street (based on 60 feet in width);

THENCE North 77 deg. 40 min. 17 sec. West along the Southwestly line of said Lots 5 and 6, same being the Northeastly right of way line of Avenue L, a distance of 691.43 feet to a 1/2 inch iron rod found for the Southwest corner of said Lot 6, same being the Southeast of Lot 7, Block 35;

THENCE North 12 deg. 19 min. 43 sec. East along the common line of Lots 6 and 7, Block 35, a distance of 315.00 feet to a 3/8 inch iron rod set for the Northwest corner of the herein described tract;

THENCE South 77 deg. 40 min. 17 sec. East and across said Lots 6 and 5, Block 35, a distance of 691.43 feet to a 3/8 inch iron rod set for the Northeast corner of the herein described tract on the Southeastly line of said Lot 5, same being the Northwestly right of way line of 23rd Street;

THENCE South 12 deg. 19 min. 43 sec. West along said Southeastly line and said Northwestly right of way line, a distance of 315.00 feet to the PLACE OF BEGINNING.

## VIKINGS PORT SECTION 1

BEING A SUBDIVISION OF THE THE SOUTH ONE-HALF  
OF LOTS 5 AND 6 IN BLOCK 35 OF THE SAN LEON  
FARM HOME TRACTS, ACCORDING TO THE MAP OR  
PLAT THEREOF OF SAID SAN LEON FARM HOME  
TRACTS RECORDED IN PLAT RECORD 5, MAP NO. 51  
OF THE MAP RECORDS IN THE OFFICE OF THE  
COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

26 LOTS 1 BLOCK 5.000 AC  
SEPTEMBER 21, 2023



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*33.**

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### **Grant Award/Agreement**

- 1) **Court Date:** 1/22/2024
- 2) **Department:** Parks and Cultural Services
- 3) **Grant Agency:** Federal Emergency Management Administration
- 4) **Funding Source:** Public Assistance / Harvey Disaster Recovery
- 5) **Grant Start Date:** 1/4/2024
- 6) **Grant End Date:** 12/31/2026
- 7) **Program Year:** FY 2017 / FY 2027
- 8) **Program End Date:** 12/31/2026
- 9) **Renewal Grant:** DISASTER RECOVERY
- 10) **Contract #:** DR-4332-6152
- 11) **Description:** Award of additional scope of work and cost increase for damages and mitigation work for the electric infrastructure at Paul Hopkins Park. This includes the underground electric lines at the park.
- 12) **Grant Organization Keys:**
- 13) **Grant Type:**

### **Expenditure Type**

- 14) **Grant Funded** \$141,566.85
- 15) **County Funded** \$15,729.64
- 16) **Total Project Amount:** \$157,296.49
- 17) **Assigned Department Contact:** Julie Diaz - Parks and Cultural Services

### **County Funding Sources**

- 18) **Match Fund:** 1101-11000 - General Fund - General Government
- 19) **Match Division:** 5910100 - Grant Match Mandatory

**NOTES: The original award had a match of \$11,651.99 - which was pulled in May of 2020. This award will increase the match requirement by \$4,077.65 to be pulled at this point. BT**

### Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	1/4/24 12:41 pm
2	Julie Diaz	Approve	1/4/24 12:45 pm
3	Sergio Cruz	Escalated	1/8/24 5:26 pm
4	Diana Huallpa	Approve	1/9/24 9:28 am
5	Randall Rice	Approve	1/9/24 12:23 pm



## MEMORANDUM

To: Galveston County Commissioners' Court  
From: Betsy Thomas, Grants Administration Manager  
Court Date: January 22, 2024  
RE: Hurricane Harvey  
Federal Emergency Management Administration Project SOW & CE Award  
Paul Hopkins Park Electric Repair and Mitigation

### BACKGROUND

Galveston County was hit by Hurricane Harvey in late August through early September of 2017 and a Local, State and Federal Disaster was declared for the event and included Galveston County in the list of counties eligible for FEMA Public Assistance.

On September 15, 2017, Galveston County Commissioners Court approved the submission of the Request for Public Assistance and County staff has been working since that time to first formulate a list of damaged facilities and then work with FEMA to have each site inspected as well as submission of all relevant policies, summaries and back-up documentation.

In May of 2020, Commissioners Court accepted an award for the repair and mitigation of the electric infrastructure that was visible to FEMA Site Inspectors (i.e., above ground). Galveston County later had a megger test done to reveal damage to the underground wiring, which prompted a scope of work and cost increase to include those lines. FEMA has now issued an individual project award for the above-referenced work.

### SUMMARY

The attached scope of work increases and cost increase award is for the underground damages and mitigation for the Paul Hopkins Electric system.

### RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the Paul Hopkins Park Electric scope of work and cost increase award from the Federal Emergency Management Administration.

### ATTACHEMENTS

☐ Electronic Signature Only

## Department of Homeland Security Federal Emergency Management Agency

### General Info

<b>Project #</b>	8108	<b>PW #</b>	6152	<b>Project Type</b>	Standard
<b>Project Category</b>	G - Parks, Recreational Facilities, and Other Items			<b>Applicant</b>	Galveston County (167-99167-00)
<b>Project Title</b>	Paul Hopkins Park (Electric)			<b>Event</b>	4332DR-TX (4332DR)
<b>Project Size</b>	Large			<b>Declaration Date</b>	8/25/2017
<b>Activity Completion Date</b>	8/25/2021			<b>Incident Start Date</b>	8/23/2017
				<b>Incident End Date</b>	9/15/2017
<b>Process Step</b>	Pending Applicant Project Review				

### Damage Description and Dimensions

The Disaster # 4332DR, which occurred between **08/23/2017** and **09/15/2017**, caused:

#### Damage #33786; Galveston County: Paul Hopkins Park

##### General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Paul Hopkins Park
- **Facility Description:** Park consists of 11 acres with canoe launch, picnic areas, picnic pavilion with 10 tables, playground, restroom, pier, a one lane arch span wooden pedestrian walk bridge.
- **Approx. Year Built:** 1972
- **Location Description:** 1000 FM517, Dickinson, Texas 77539
- **GPS Latitude/Longitude:** 29.45381, -95.06744

##### General Damage Information:

- **Date Damaged:** 8/23/2017 to 8/30/2017
- **Cause of Damage:** 6 FT of surface water flooding

##### Facility Damage:

###### Site 1 600 amp service:

- Park Equipment, 1 each of gutter and taps, submerged and corroded by flood water, 0% work completed.
- Park Equipment, 5 each of Square D Breaker 50 amp double pole two phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 2 each of Square D Breaker 100 amp three pole three phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 2 each of Square D Fuses 200 amp blade type, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 2 each of Square D GFI outlets single duplex bow w/cover 115v 15 amp, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 2 each of Square D GFI outlets double duplex bow w/cover 115v 15 amp, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of Electrical Box, Surface water flooding inundated causing mold, 0% work completed.



- Park Equipment, 1 each of gutter and taps, corroded by surface water flooding, 0% work completed.
- Park Equipment, 2 each of electrical panel, 200 amp, 40 circuit with associated wiring, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of 200 amp disconnect, submerged and shorted by flood water, 0% work completed.

**Site 11:**

- Park Equipment, replace the 2 failed circuits to establish complete electrical service to the park to include 1,000 FT of 3/0 wire and 1/000 f=FT of #6 wire as well as 450 FT of 2" conduit., to include 1,000 FT of 3/0 wire and 1/000 f=FT of #6 wire as well as 450 FT of 2" conduit., submerged and shorted by flood water, 0% work completed.

**Site 2 200 amp service:**

- Park Equipment, 2 each of Square D Fuses 200 amp blade type, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 6 each of GFI outlet double duplex 115v 15 amp w/covers, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of 200 amp disconnect, submerged and shorted by flood water, 0% work completed.

**Site 3 200 amp service:**

- Park Equipment, 25 each of Square D Breaker 20 amp single pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of Square D Breaker 50 amp double pole double phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 2 each of Square D Breaker 100 amp three pole three phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of electrical panel, 42 circuit, 200 amp with associated wiring, submerged and shorted by flood water, 0% work completed.

**Site 4 200 amp service:**

- Park Equipment, 1 each of 200 amp disconnect, submerged and shorted by flood water, 0% work completed.

**Site 5 200 amp service:**

- Park Equipment, 1 each of 200 amp disconnect, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of T101PMX Intermatic timer , submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of electrical panel, 200 amp with associated wiring, submerged and shorted by flood water, 0% work completed.

**Site 6 125 amp service:**

- Park Equipment, 6 each of Square D GFI outlet double duplex 115v 15 amp w/covers, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 20 each of Square D Breaker 20 amp single pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of Square D Breaker 40 amp single pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of Square D Breaker 60 amp single pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of electrical panel, 125 amp with associated wiring, submerged and shorted by flood water, 0% work completed.

**Site 7 800 amp service:**

- Park Equipment, 2 each of Square D Breaker 40 amp single pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 3 each of Square D Breaker 100 amp three pole three phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 4 each of Square D Breaker 200 amp three pole three phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of electrical panel, 800 amp with associated wiring, submerged

and shorted by flood water, 0% work completed.

**Site 9 200 amp service:**

- Park Equipment, 2 each of electrical panel, 200 amp with associated wiring, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of gutter and taps, corroded by surface water flooding, 0% work completed.

**Site10 200 amp service:**

- Park Equipment, 1 each of electrical panel, 30 circuit, 200 amp with associated wiring, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 20 each of Square D Breaker 10 amp single pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of Square D Breaker 20 amp two pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 2 each of Square D Breaker 60 amp two pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of Square D Breaker 30 amp two pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 1 each of Square D Breaker 40 amp two pole single phase, submerged and shorted by flood water, 0% work completed.
- Park Equipment, 6 each of Square D GFI outlets double duplex bow w/cover 115v 15 amp, submerged and shorted by flood water, 0% work completed.

\*Pedestrian bridge referenced in the SIR was removed from this project and added to project 73217 for separate processing.

\*There is NO site 8 ... previously was referencing the above mentioned pedestrian bridge which was removed from project

\*DDD amended per inspection performed by electrical professional. See document "8108 Paul Hopkins electric bid.pdf"

## **Damage #226739; Paul Hopkins Playground - Safety Surface**

**General Facility Information:**

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Paul Hopkins Park, Playground Safety Surface
- **Facility Description:** Playground area with a short 15 inch concrete perimeter wall. The playground equipment includes various swings and slides for young children. The surface is covered with 10 inches (depth) engineered wood chips (wood mulch) to provide fall protection and drainage for the playground. The area of the playground is approximately 4,198 SQ FT (measured from google earth) and confirmed during the inspection.
- **Approx. Year Built:** 2010
- **Location Description:** 1000 FM 517 W. Dickinson TX, 77539
- **GPS Latitude/Longitude:** 29.45404, -95.06706

**General Damage Information:**

- **Date Damaged:** 8/26/2017 to 9/1/2017
- **Cause of Damage:** Surface water flooding from the adjacent Dickinson Bayou caused the engineered wood chips to float and was washed away from the playground concrete containment perimeter wall. Water depth estimated at 10-12 FT. The applicant stated the waterline was at the X-bracing over the pedestrian bridge just to the west of the playground area.

**Facility Damage:**

**Safety Surface:**

- Playground Equipment, 130 CY of engineered wood chips (wood mulch), 90 FT long x 46.8 FT wide x 0.83 FT deep, surface water flooding caused wood chips to float and wash away. , 100% work completed.

## Final Scope

### 33786 Galveston County: Paul Hopkins Park

#### Version 1 – Capture Additional Damages

SOW from previous version has been removed from current SOW. It can be found in the “*Versioning and Amendment*” tab in GM.

Upon beginning construction, Galveston County discovered two of the underground circuits had failed due to flooding from the storm and require replacement to restore the facility back to pre-disaster capacity. Circuits were not able to be tested until a load was attempted. For further information please see document labeled 22-10-87511\_Galveston\_Co\_PW6152\_ScopeChangeRequest\_TIRO)\_Logged\_10-7-22.pdf

#### Work Completed

The applicant utilized contracts for repairs to the Paul Hopkins Park to restore facilities back to pre-disaster design, capacity, and function within the existing footprint with in-kind materials.

A. Provided megger testing for underground wiring to (7) service locations

1. Contract: \$1,948.50

**Total Work Completed: \$1,948.50**

#### Work to be completed

The applicant will utilize contracts for repairs to the Paul Hopkins Park to restore facilities back to pre-disaster design, capacity, and function within the existing footprint with in-kind materials.

Site 11:

- A. Repair 2 each circuits
- B. Remove and replace 1,000 LF of 3/0 wire
- C. Remove and replace 1,000 LF of #6 wire
- D. Remove and replace 450 LF of 2-IN conduit

**Total Work to be Completed: \$38,828.00**

**Total Damage Inventory: \$40,776.50**

Total Version 0: \$98,903.17

Total Version 1: \$40,776.50

## Total Damage Inventory: \$139,679.67

### Project Notes:

1. All site estimates for work to be completed were generated by the Applicant and validated for reasonable costs using RS means. See attachment labeled *ST 8108 Cost Estimate – V1.xlsx*
2. While this project falls below the new large project threshold, the Applicant will incur additional soft cost associated with this project that are not covered in the Part A base cost, therefore, the respective CEF Factors have been applied in order to cover these eligible PA cost. Per Stafford Act Section 422 Simplified Procedures Final Rule, FEMA may use CEF factors on small projects as necessary: due to project complexities.

## 406 HMP Scope

GM Project # 8108  
DR-4332-TX (State)  
GM Damage Inventory # 33786  
Site Name & Address Paul Hopkins Park Electric 1000 FM517, Dickinson, Texas 77539  
GPS Lat / Lon: 29.45381, -95.06744  
HMP writer Name and Title: Donnell T. Clark 406 Hazard Mitigation Specialist  
HMP Date: 2/7/2020

Work Completed and/or Work to be Completed

### **(I) Damage Description & Dimensions (DDD):** (Brief of damage & cause being protected by the HMP)

The damage being mitigated includes The Paul Hopkins Park which experienced torrential rain and floods due to Hurricane Harvey which occurred between August 26 and September 1, 2017. As a result, the park suffered extensive flooding to the electrical systems associated with public events such as the Dickinson Festival of Lights. The Hurricane uprooted trees and covered the parking lot(s) and pavilions with mud/silt. The County intends to maximize opportunities for 406 Mitigation, including elevating electrical panels for damaged lighting.

Total repair cost of damaged elements (Pre-disaster) being protected by the HMP at this site = \$98,903.17 (before CEF Factors).

### **(II) Hazard Mitigation Proposal (HMP) Scope of Work:** (Detailed description & how it protects)

Mitigation consists of raising the electrical service disconnects and panels to 1' above BFE of 14. The mitigation includes 9 sites throughout the park.

Site(1) 200 Amp Panel and Disconnect - Elevate and install service platform.

**\$1,800.00**

Site(2) 200 Amp Disconnect - Elevate

**\$1,000.00**

Site(3) 200 Amp Panel - Elevate and install service platform

**\$1,500.00**

Site(4) 200 Amp Disconnect - Elevate

**\$1,000.00**

Site(5) 200 Amp Disconnect - Elevate

**\$1,000.00**

Site(6) 125 Amp Panel - Elevate and install service platform

**\$1,300.00**

Site(7) 800 Amp Service Entrance - Elevate and install service platform

**\$2,550.00**

Site(8) Not included in scope of work.

Site(9) 2-200 Amp Service - Elevate and install service platform

**\$1,500.00**

Site(10) 200 Amp Panel - Elevate and install service platform

**\$1,500.00**

### **(III) Hazard Mitigation Proposal (HMP) Cost:** (Reference & attach detailed cost estimate)

Subtotal of cost of Items Needed if the HMP is Approved = \$ 13,150.00 (\$ additional)

Subtotal of cost of Items Not Needed if the HMP is Approved = \$ 0.00 (\$ deduction)

**Net Hazard Mitigation cost (before CEF Factors) = \$13,150.00** (\$ additional - \$ deduction)

**Hazard Mitigation total cost = \$ 13,150.00** If large project, include CEF Factors. (Attach CEF document)

**(IV) Cost Effectiveness Calculation:**

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = \$13,150.00 / \$98,903.17 (before CEF Factors) x 100 =13.29 % < 100%.

**(V) HMP Cost-Effectiveness:**

Cost-effectiveness criteria per FEMA Public Assistance Program and Policy Guide (PAPPG) Chapter 2. Section VII. C include a) mitigation cost is within 15% of the repair cost for which the mitigation measure applies, b) cost of mitigation measure listed in Appendix J is within 100% of the repair cost for which the mitigation measure applies, and c) mitigation measure is cost-effective through a benefit-cost analysis (BCA).

This Hazard Mitigation Proposal cost is 13.29 % of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V3.1 April 2018, Chapter 2.VII. Section C and Appendix J. Section III.C, this mitigation measure does not exceed 15 (or 100) percent of the eligible repair cost and is considered to be cost-effective.

**(VI) Compliances and Assurances:**

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of Texas . FEMA will pay only the incremental difference in cost between repairs and mitigation, and will not duplicate funding for repair or replacement of eligible work.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

HMP Notes:

1. The mitigation proposal estimates were generated using Applicant Provided Cost. See attachment labeled HMP\_8108\_Paul Hopkins Park (Electric)\_Final.

2. Work to be Completed:

All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

**226739 Paul Hopkins Playground - Safety Surface**

Version 1 - No changes to this DI from V0

## Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract - V1)	1.00	Lump Sum	\$1,948.50	Completed
9001 (Contract - V1)	1.00	Lump Sum	\$38,828.00	Uncompleted
9001 (Contract - V0)	1.00	Lump Sum	\$98,903.17	Uncompleted
9001 (Contract - V1)	1.00	Lump Sum	\$0.00	Completed
9901 (Direct Administrative Costs (Subgrantee) - V0)	1.00	Lump Sum	\$2,215.00	Completed
9001 (Contract - V0)	1.00	Lump Sum	\$2,251.82	Completed

CRC Gross Cost \$144,146.49

Total 406 HMP Cost \$13,150.00

Total Insurance Reductions \$0.00

CRC Net Cost \$157,296.49

Federal Share (90.00%) \$141,566.85

Non-Federal Share (10.00%) \$15,729.64

## Award Information

### Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
0	Eligible	Awarded	PA-06-TX-4332-PW-06152(6794)	\$116,519.99	90%	\$104,867.99	5/22/2020
1	Eligible	In Review		\$40,776.50	90%	\$0.00	

### Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
6/12/2020	4332DRTXP00061521	20171Y3C-06112020	6/10/2020	\$104,867.99

### Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
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## Subgrant Conditions

- As described in 2 CFR, Part 200 § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions, Part 200.333, (a) – (f), (1), (2). All records relative to this Project Worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Subrecipient requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related to administration of the PA project only and in accordance with 2 CFR §§ 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Subrecipient activities and are not included in any approved indirect cost rates.
- The Recipient must submit its certification of the applicant's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the date of the declaration of this major disaster are incorporated by reference into this project award under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at 2 C.F.R. pt. 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. pt. 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The applicant must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the applicant commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

## Insurance

### Additional Information

6/30/2023 - Project reworked for HMP & cost changes. No changes needed to insurance determination. Updated Insurance



6/30/2023 - Project reworked for final & cost changes. No changes needed to insurance determination. Updated insurance Narrative.

Property insurance coverage for the facilities represented on this project are not insured or insurable. Flood is the cause of loss and is excluded from coverage under the Applicant's policy. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

A standard NFIP flood policy is the primary factor used to determine if a structure or item can be reasonably insured for the peril of flood. As a result, the requirement to obtain and maintain insurance is not being mandated for the work described in this project.

No O&M is required for the facilities represented on this project.

No insurance Narrative will be produced or uploaded into documents or attachments.

- Patrick Barker - Insurance Specialist - CRC Central

## O&M Requirements

There are no Obtain and Maintain Requirements on **Paul Hopkins Park (Electric)**.

## 406 Mitigation

6/30/2023 Current HMP is still valid and not affected by additional damages captured in this Version. A.O'D

02.13.2020- The Proposed mitigation consisting of elevating electrical service disconnects and panels is feasible and cost effective per FEMA Public Assistance Program and Policy Guide (PAPPG) Chapter 2. Section VII. C. Hazard Mitigation. And Appendix J. Section III. Mechanical, Electrical, Plumbing (MEP) Components: C. Elevate or dry floodproof components or systems vulnerable to flood damage, including equipment controls, electrical panels; [...]. Therefore this \$13150.00 proposal, which does not exceed 15 percent of the eligible repair cost, is recommended as eligible for FEMA 406 Mitigation funding. S. White

10/31/19 REWORK to Initial for adjustments, as per PA. D.Hu

## Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

## EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

## EHP Additional Info

There is no additional environmental historical preservation on **Paul Hopkins Park (Electric)**.

## Final Reviews

### Final Review

**Reviewed By** CAIN, RICHARD L.

**Reviewed On** 12/26/2023 6:53 AM CST

#### Review Comments

Ready for Recipient Review

### Recipient Review

**Reviewed By** Tillotson, Marissa

**Reviewed On** 01/02/2024 9:38 AM CST

#### Review Comments

All information appears to be accurate.

## Project Signatures

**Signed By** Thomas, Betsy

**Signed On** 05/18/2020



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*34.**

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Receive and file acknowledgments of interlocal cooperation agreement signed by Galveston County Medical Examiner and respective Galveston County Deputy Medical Examiners submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/10/24 5:06 pm



# COUNTY of GALVESTON

COUNTY COURTHOUSE

722 MOODY AVENUE 2<sup>nd</sup> FLOOR GALVESTON, TEXAS 77550

Phone: 409-770-5562

Fax: 409-770-5560

January 22, 2024

Hon. Mark Henry  
Hon. County Commissioners  
Galveston County Courthouse  
Galveston, Texas 77550

Re: Receive and file Acknowledgments of Interlocal Cooperation Agreement from the Galveston County Medical Examiner and Galveston County Deputy Medical Examiners

Dear Members of the Commissioners Court,

Enclosed please find the "Acknowledgment of Interlocal Cooperation Agreement by Person Proposed for Appointment as Galveston County Medical Examiner or Deputy Medical Examiner", Oath of Office, and Statement of Appointed Officer signed by the respective physicians appointed to such positions; these include the following persons:

- Erin Barnhart Galveston County Medical Examiner;
- Judith Aronson Galveston County Deputy Medical Examiner;
- Paul Boor Galveston County Deputy Medical Examiner;
- Gerald A. Campbell Galveston County Deputy Medical Examiner;
- Michelle Felicella Galveston County Deputy Medical Examiner;
- Hal K. Hawkins Galveston County Deputy Medical Examiner;
- Catherine Miller Galveston County Deputy Medical Examiner;
- Juan P. Olano Galveston County Deputy Medical Examiner;
- Monica Patel Galveston County Deputy Medical Examiner;
- Harshwardhan Thaker Galveston County Deputy Medical Examiner; and
- David H. Walker Galveston County Deputy Medical Examiner.

The Interlocal Cooperation Agreement between the County and UTMB relating to the Galveston County Medical Examiner's Office was fully executed on October 2, 2023, and became effective on September 1, 2023. In closing, we wished to file these into the minutes of the Commissioners and thus ask that the Commissioners Court receive and file these documents.

Sincerely,

A handwritten signature in blue ink that reads "Veronica Van Horn".

Veronica Van Horn  
Legal Services Manager

Enclosures: Acknowledgments

State of Texas

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[Exhibit C]

County of Galveston

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

My name is ERIN BAERHAET, M.D.. I am a physician licensed as such by the Texas Medical Board and such licensure remains current.

I am Board Certified by the American Board of Pathology in ANATOMICAL, CLINICAL & FORENSIC

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

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

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

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

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

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

[Exhibit C Continued]

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

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

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



Signature



Date of Signature

STATE OF TEXAS

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COUNTY OF GALVESTON

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**OATH OF OFFICE**

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

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



Signature of Affiant

Printed Name of Affiant: ERIN BARNHART, M.D.

Office to which appointed (initial correct position):



Galveston County Medical Examiner

Galveston County Deputy Medical Examiner

4 SWORN TO and SUBSCRIBED before me by \_\_\_\_\_, Affiant, on this the  
day of October, 2023



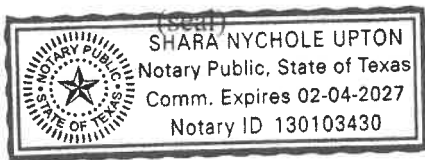
Signature of Person Administering Oath



Printed Name of Person Administering Oath

Sr Administrative Manager

Title



STATE OF TEXAS

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COUNTY OF GALVESTON

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**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

10-4-2023

Date

ERIN BAENHAET

Signature of Affiant

Printed Name of Affiant: ERIN BAENHAET, M.D.

Office to which appointed (initial correct position):

MB

Galveston County Medical Examiner

Galveston County Deputy Medical Examiner

4 SWORN TO and SUBSCRIBED before me by \_\_\_\_\_, Affiant, on this the \_\_\_\_\_ day of October 2023

Shara Nychole Upton

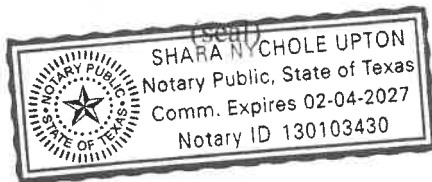
Signature of Person Administering Oath

Shara Nychole Upton

Printed Name of Person Administering Oath

Sr. Administrative Manager

Title





State of Texas

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[Exhibit C]

County of Galveston

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

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

I am Board Certified by the American Board of Pathology in Anatomic Pathology

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

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

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

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

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


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

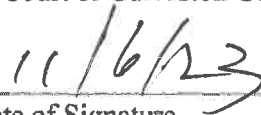
[Exhibit C Continued]

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

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

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

  
Signature

  
Date of Signature

STATE OF TEXAS

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COUNTY OF GALVESTON

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**OATH OF OFFICE**

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

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

Judith Aronson

Signature of Affiant

Printed Name of Affiant: Judith Aronson

Office to which appointed (initial correct position):

Galveston County Medical Examiner  
X Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Judith Aronson, Affiant, on this the 6 day of November 2023.

Monica Gracia

Signature of Person Administering Oath

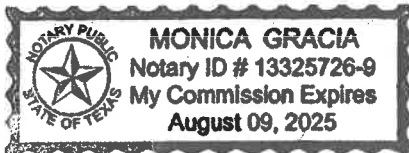
Monica Gracia

Printed Name of Person Administering Oath

Program Manager - UTMB

Title

(seal)



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

11/3/23  
Date

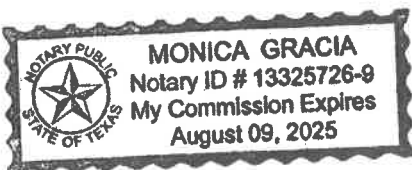
Judith Aronson  
Signature of Affiant  
Printed Name of Affiant: Judith Aronson.

Office to which appointed (initial correct position):

Galveston County Medical Examiner  
☒ Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Judith Aronson, Affiant, on this the 16 day of November 2023.

(seal)



Monica Gracia  
Signature of Person Administering Oath

Monica Gracia  
Printed Name of Person Administering Oath

Program Manager - UTMB  
Title

State of Texas

§

[Exhibit C]

§

County of Galveston

§

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

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

I am Board Certified by the American Board of Pathology in ANATOMIC PATHOLOGY.

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

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

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

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

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

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

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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

Paul J. Boor  
Signature of Affiant

Printed Name of Affiant: PAUL J. BOOR

Office to which appointed (initial correct position):

           Galveston County Medical Examiner

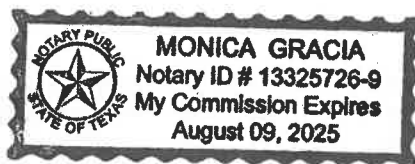
           Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Paul J. Boor, Affiant, on this the 23 day of October 2023.

Monica Gracia  
Signature of Person Administering Oath

(seal)

Monica Gracia  
Printed Name of Person Administering Oath



Program Manager - UTM  
Title

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

October 23, 2023 Paul J. Boor  
Date Signature of Affiant  
Printed Name of Affiant: PAUL J. BOOR

Office to which appointed (initial correct position):

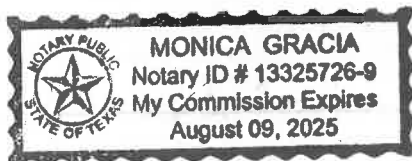
Galveston County Medical Examiner  
PB ~~Galveston County Deputy Medical Examiner~~

SWORN TO and SUBSCRIBED before me by Paul J. Boor, Affiant, on this the 23 day of October 2023.

Monica Gracia  
Signature of Person Administering Oath

(seal)

Monica Gracia  
Printed Name of Person Administering Oath



Program Manager - UTMIB  
Title

State of Texas

§

[Exhibit C]

County of Galveston

§

§

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

My name is Gerald A Campbell.  
Board and such licensure remains current.

I am a physician licensed as such by the Texas Medical

I am Board Certified by the American Board of Pathology in Anatomic Pathology and Neuropathology.

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

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

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

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

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

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



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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

*Gerald A Campbell*  
Signature of Affiant  
Printed Name of Affiant: Gerald A Campbell

Office to which appointed (initial correct position):

Galveston County Medical Examiner  
x Galveston County Deputy Medical Examiner

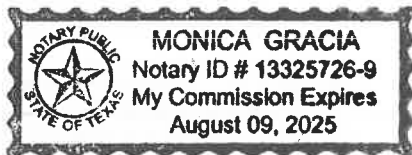
SWORN TO and SUBSCRIBED before me by Gerald Campbell, Affiant, on this the 4 day of October 2023.

*Monica Gracia*  
Signature of Person Administering Oath

*Monica Gracia*  
Printed Name of Person Administering Oath

*Program Manager*  
Title

(seal)



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

October 4, 2023

Date

*Gerald A Campbell*

Signature of Affiant

Printed Name of Affiant: Gerald A Campbell

Office to which appointed (initial correct position):

Galveston County Medical Examiner

X Galveston County Deputy Medical Examiner

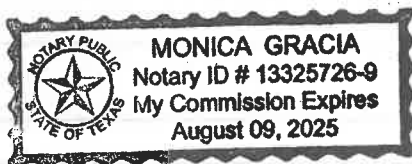
SWORN TO and SUBSCRIBED before me by Gerald A Campbell, Affiant, on this the 4 day of October 2023.

*Monica Gracia*

Signature of Person Administering Oath

*Monica Gracia*

Printed Name of Person Administering Oath



*Program Manager*

Title

State of Texas

§  
§  
§

[Exhibit C]

County of Galveston

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

My name is Michelle Felicella, M.D. I am a physician licensed as such by the Texas Medical Board and such licensure remains current.

I am Board Certified by the American Board of Pathology in Anatomic, Clinical, and Neuropathology.

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

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

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

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

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

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

[Exhibit C Continued]

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

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

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

  
\_\_\_\_\_  
Signature

10/4/2023  
\_\_\_\_\_  
Date of Signature

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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

*Michelle Felicella*

Signature of Affiant

Printed Name of Affiant: Michelle Felicella, M.D.

Office to which appointed (initial correct position):

           Galveston County Medical Examiner  
My Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Michelle Felicella, Affiant, on this the 4 day of October 2023.

*Monica Gracia*

Signature of Person Administering Oath

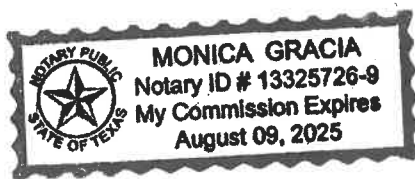
Monica Gracia

Printed Name of Person Administering Oath

Program Manager

Title

(seal)



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

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

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

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

10/4/2023  
Date

[Signature]  
Signature of Affiant  
Printed Name of Affiant: Michelle Felicella, M.D.

Office to which appointed (initial correct position):

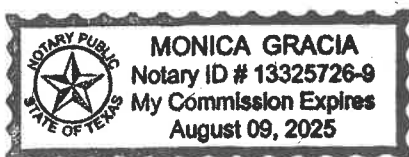
Galveston County Medical Examiner  
[Signature] Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Michelle Felicella, Affiant, on this the 4 day of October 2023.

[Signature]  
Signature of Person Administering Oath

Monica Gracia  
Printed Name of Person Administering Oath

(seal)



Program Manager  
Title

State of Texas

§  
§  
§

[Exhibit C]

County of Galveston

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

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

I am Board Certified by the American Board of Pathology in Anatomic Pathology and Pediatric Pathology.

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

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

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

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

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

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

[Exhibit C Continued]

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

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

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

Hee K. Hamlin  
Signature

10/11/2023  
Date of Signature



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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

Hal K. Hawkins

Signature of Affiant

Printed Name of Affiant: Hal K. Hawkins

Office to which appointed (initial correct position):

Galveston County Medical Examiner  
☒ Galveston County Deputy Medical Examiner

11 SWORN TO and SUBSCRIBED before me by Shara Nychole Upton, Affiant, on this the  
day of October, 2023

Shara Nychole Upton

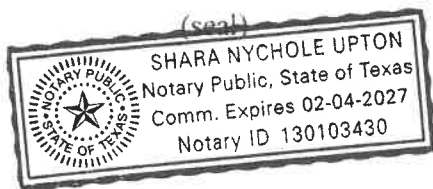
Signature of Person Administering Oath

Shara Nychole Upton

Printed Name of Person Administering Oath

Sr. Administrative Manager

Title



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

10/11/2023  
Date

Hal K. Hawkins  
Signature of Affiant  
Printed Name of Affiant: Hal K. Hawkins

Office to which appointed (initial correct position):

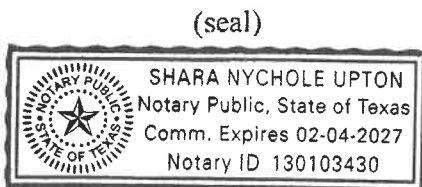
Galveston County Medical Examiner  
☒ Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Shara Nychole Upton Affiant, on this the 11 day of October 2023

Shara Nychole Upton  
Signature of Person Administering Oath

Shara Nychole Upton  
Printed Name of Person Administering Oath

Sr. Administrative Manager  
Title



State of Texas

§  
§  
§

[Exhibit C]

County of Galveston

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

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

I am Board Certified by the American Board of Pathology in ANATOMIC, CLINICAL, + FORENSIC

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

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

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

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

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

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

[Exhibit C Continued]

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

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

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

  
Signature

10.04.2023  
Date of Signature

STATE OF TEXAS

§

§

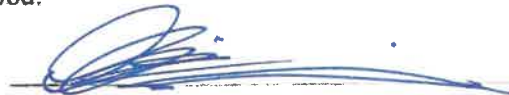
COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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



Signature of Affiant

Printed Name of Affiant:

CATHERINE P. MILLER

Office to which appointed (initial correct position):

CM Galveston County Medical Examiner

Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by CATHERINE MILLER, Affiant, on this the 4th day of OCTOBER 2023.

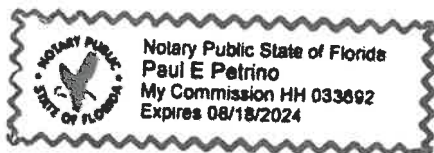


Signature of Person Administering Oath

PAUL E PETRINO

Printed Name of Person Administering Oath

(seal)



NOTARY PUBLIC

Title



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

10.04.2023  
Date

[Signature]  
Signature of Affiant  
Printed Name of Affiant: CATHERINE R MILLER

Office to which appointed (initial correct position):

CAMP Galveston County Medical Examiner  
Galveston County Deputy Medical Examiner

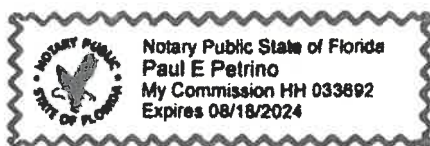
SWORN TO and SUBSCRIBED before me by CATHERINE MILLER, Affiant, on this the 4th day of OCTOBER 2023.

[Signature]  
Signature of Person Administering Oath

(seal)

PAUL E PETRINO  
Printed Name of Person Administering Oath

NOTARY PUBLIC  
Title



State of Texas

§  
§  
§

[Exhibit C]

County of Galveston

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

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

I am Board Certified by the American Board of Pathology in Anatomic and Clinical Pathology.

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

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

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

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

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

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

[Exhibit C Continued]

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

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

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

  
Signature

NOV. 2 / 2023  
Date of Signature



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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

Juan P. Olano  
Signature of Affiant  
Printed Name of Affiant: Juan P. Olano

Office to which appointed (initial correct position):

           Galveston County Medical Examiner  
JPO Galveston County Deputy Medical Examiner

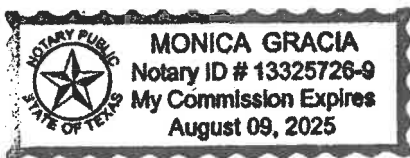
2nd SWORN TO and SUBSCRIBED before me by Juan P. Olano, Affiant, on this the day of November 2023.

Monica Gracia  
Signature of Person Administering Oath

Monica Gracia  
Printed Name of Person Administering Oath

Program Manager - WTHB  
Title

(seal)



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

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

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

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

NOV - 2 / 2023  
Date

Juan P. Olano  
Signature of Affiant  
Printed Name of Affiant: Juan P. Olano

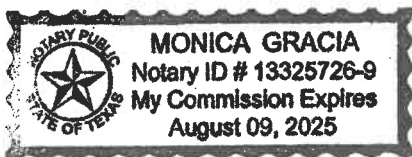
Office to which appointed (initial correct position):

Galveston County Medical Examiner  
JPO Galveston County Deputy Medical Examiner

2nd SWORN TO and SUBSCRIBED before me by Juan P. Olano, Affiant, on this the 2nd day of November 2023.

Monica Gracia  
Signature of Person Administering Oath

(seal)



Monica Gracia  
Printed Name of Person Administering Oath

Program Manager - UTHB  
Title

State of Texas

§

[Exhibit C]

County of Galveston

§

§

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

My name is Monica Patel, D.O.. I am a physician licensed as such by the Texas Medical Board and such licensure remains current.

I am Board Certified by the American Board of Pathology in Anatomical and Forensics

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

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

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

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

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

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

[Exhibit C Continued]

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

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

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

  
\_\_\_\_\_  
Signature

10/04/2023  
\_\_\_\_\_  
Date of Signature

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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



Signature of Affiant

Printed Name of Affiant: Monica Patel, D.O.

Office to which appointed (initial correct position):

           Galveston County Medical Examiner

MP Galveston County Deputy Medical Examiner

4 SWORN TO and SUBSCRIBED before me by Monica Patel, Affiant, on this the  
day of October 2023.



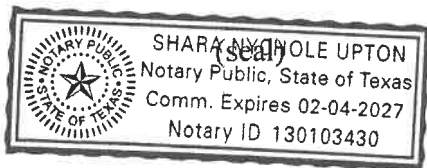
Signature of Person Administering Oath

Shara Nichole Upton

Printed Name of Person Administering Oath

Sr. Administrative Manager

Title



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

10/04/2023  
Date

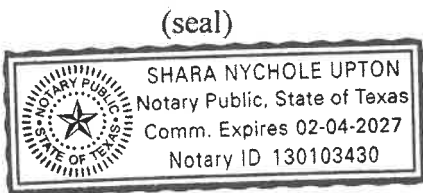
[Signature]  
Signature of Affiant  
Printed Name of Affiant: Monica Patel D.O.

Office to which appointed (initial correct position):

           Galveston County Medical Examiner  
ml ✓ Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Monica Patel, Affiant, on this the 4 day of October 2023

[Signature]  
Signature of Person Administering Oath



Shara Nychole Upton  
Printed Name of Person Administering Oath

Sr. Administrative Manager  
Title

State of Texas

§

[Exhibit C]

§

County of Galveston

§

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

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

I am Board Certified by the American Board of Pathology in Anatomic Pathology

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

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

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

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

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

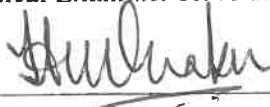
If appointed to the position of Galveston County Medical Examiner or Galveston County Deputy Medical Examiner, I agree that my costs for testifying in any criminal or civil case related to my performance of the autopsy or view performed on a decedent as the Galveston County Medical Examiner or Galveston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

[Exhibit C Continued]

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

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

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

  
\_\_\_\_\_  
Signature

10/26/2023  
\_\_\_\_\_  
Date of Signature



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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

Harshwardhan Thaker

Signature of Affiant

Printed Name of Affiant: Harshwardhan Thaker

Office to which appointed (initial correct position):

           Galveston County Medical Examiner

           Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Harshwardhan Thaker, Affiant, on this the 26 day of October 2023.

Monica Gracia

Signature of Person Administering Oath

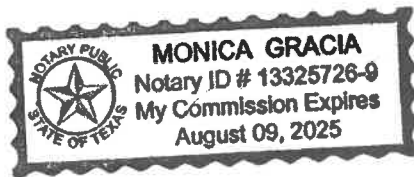
monica Gracia

Printed Name of Person Administering Oath

Program Manager - WTHUB

Title

(seal)



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

10/26/23  
Date

[Signature]  
Signature of Affiant  
Printed Name of Affiant: Harshwardhan Thaker

Office to which appointed (initial correct position):

\_\_\_\_\_ Galveston County Medical Examiner  
\_\_\_\_\_ Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by Harshwardhan Thaker Affiant, on this the 26 day of October 2023.

Monica Gracia  
Signature of Person Administering Oath

(seal)

Monica Gracia  
Printed Name of Person Administering Oath



Program Manager - UMB  
Title

State of Texas

§  
§  
§

[Exhibit C]

County of Galveston

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

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

I am Board Certified by the American Board of Pathology in Anatomic and Clinical Pathology.

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

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

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

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

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

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

[Exhibit C Continued]

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

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

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

  
Signature

October 9, 2023  
Date of Signature

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**OATH OF OFFICE**

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

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

David H. Walker

Signature of Affiant

Printed Name of Affiant: David H. Walker

Office to which appointed (initial correct position):

           Galveston County Medical Examiner

DNW Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by DAVID H. WALKER Affiant, on this the 9 day of October.

Julia K. Melchor

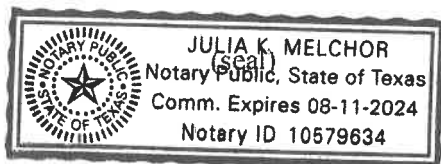
Signature of Person Administering Oath

JULIA K. Melchor

Printed Name of Person Administering Oath

Notary Public

Title



STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

**STATEMENT OF ELECTED/APPOINTED OFFICER**

(Pursuant to Tex. Const. art. XVI, § 1(b), amended 2001)

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

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

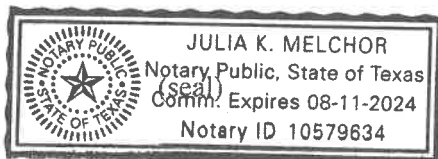
10-9-23  
Date

David H. Walker  
Signature of Affiant  
Printed Name of Affiant: David H. Walker

Office to which appointed (initial correct position):

DHW Galveston County Medical Examiner  
DHW Galveston County Deputy Medical Examiner

SWORN TO and SUBSCRIBED before me by DAVID H. WALKER Affiant, on this the 9th day of October.



Julia K. Melchor  
Signature of Person Administering Oath

Julia K. Melchor  
Printed Name of Person Administering Oath

Notary Public  
Title



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*35.**

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Consideration of approval for the County Judge to sign the Hartford CrimeShield advanced renewal application for commercial, non-profit and governmental entities submitted by Legal Services Manager

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 2:16 pm

a stock insurance company, herein  
called the Insurer



**THE HARTFORD CRIMESHIELD<sup>sm</sup> ADVANCED  
RENEWAL APPLICATION FOR  
COMMERCIAL, NON PROFIT AND GOVERNMENTAL ENTITIES**

**Agency Name:** Galveston Insurance Agency **Hartford Agency Code:** \_\_\_\_\_

**Hartford Policy Number:** 61FA028331221

**Named Insured:** County of Galveston

**Address:** 722 Moody Ave., 2nd Floor, Galveston, TX 77550

**Effective Date Of Renewal:** 02/21/2024

Does the above Named Insured and address information represent a change from the last renewal? ☐ Yes ☒ No  
If yes, please explain on a separate sheet.

Desired coverage/limit/deductible changes: \_\_\_\_\_

Check here if none ☒

<b>A. SINCE THE LAST RENEWAL, HAS YOUR OPERATION CHANGED IN THE FOLLOWING AREAS?</b> (If yes, please explain on separate sheet, if necessary)		
1.	Legal entity status? If yes, what is nature of the change? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	Predominant business activity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	Change in ownership or management?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.	Internal Control procedures as documented in your most recently completed full application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.	Mergers/acquisitions with other companies?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**B. COMPANY INFORMATION**

1.) Latest fiscal year end revenues: \$250,218,366.00

List Countries in which you have operations	Type of Operation	# of Employees	# of Locations	Revenues
U.S. and Canada	Elected Officials	28	21	
	Appointed Officials	2		
	Full Time	1,427		
	Half Time	16		
	Part Time	56		
	Temporary	10		
TOTAL:		1,539	21	\$0.00

2.) Of the grand total of employees indicated above, how many are either in management, or handle/have custody, or maintain records of money, securities or other property?:

Management: 154  
Maintain/Handle Money: 287



### C. LOSS EXPERIENCE

LOSS EXPERIENCE		
List all fidelity and crime losses discovered or sustained in the last three years. Check here if none: <input checked="checked" type="checkbox"/>		
DATE OF LOSS	TYPE OF LOSS (Employee Dishonesty, Forgery, etc.)	AMOUNT OF LOSS

Please attach details of all losses including description, corrective action taken and amount covered by insurance.

**Please attach the following information:**

- Latest fiscal year end CPA financials (if private)
- Latest CPA Management Letter and written response

**No management letter for FY22, there were no findings or response statement required**

**California Notice:** The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.

#### Insurance Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance, or a statement of claim containing any false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions.

#### Important State Specific Information

**ALABAMA:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

**ARKANSAS APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**DISTRICT OF COLUMBIA APPLICANTS:** IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**HAWAII APPLICANTS:** FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

**KANSAS APPLICANTS:** A " FRAUDULENT INSURANCE ACT " MEANS AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

**KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

**PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**PUERTO RICO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.

**RHODE ISLAND APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

TENNESSEE: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

VIRGINIA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

WASHINGTON: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

WEST VIRGINIA: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

The Insured represents that the information furnished in this application is complete, true and correct. Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in this application or otherwise, shall be grounds for the rescission of any bond issued in reliance upon such information.

**\*APPLIES TO GEORGIA, VIRGINIA APPLICANTS ONLY:** The Insured represents that the information furnished in this application is complete, true and correct. It is further agreed that if the above described declarations and statements are not true, accurate and complete, and are deemed material to the issuance of this Policy, any claim arising from any matter not truthfully, accurately or completely disclosed, or disclosed at all, shall be excluded from coverage

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, SHALL BE THE BASIS OF THE INSURANCE. THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED IN CONNECTION WITH THE APPLICATION PROCESS, IN ISSUING THE POLICY.

ELECTRONICALLY REPRODUCED SIGNATURES WILL BE TREATED AS ORIGINAL.

Application completed by: Veronica Van Horn for Mark Henry, County Judge

(Name and Title)

Signature: \_\_\_\_\_

Date: 01/22/2024

**PRODUCER NAME:** (required in *Florida and Iowa only*) \_\_\_\_\_

**PRODUCER LICENSE NO.** (required in *Florida only*) \_\_\_\_\_

**PRODUCER SIGNATURE:** (required in *New Hampshire only*) \_\_\_\_\_

***Fax to Regional Office Bond Department:***



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*36.**

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24-56-0122-A

Professional Services- Request transfer from American Rescue Plan Stimulus Mental Health -  
Other Financial Assistance to CIP Buildings to fund EOU project

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 3:26 pm

COUNTY OF GALVESTON				
REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department: Professional Services			24-56-0122-A	
Date Submitted: 1/16/2024			(Assigned by Department of Professional Services)	
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from American Rescue Plan Stimulus Mental Health - Other Financial Assistance to CIP Buildings to fund EOU project.				
This budget amendment does not increase the budget for FY 2024				
TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item	Amount	
2901 - American Rescue Plan Stimulus	412110 - Mental Health	4303030 - Other Financial Assistance	606,052.52	
TOTAL - Transfer From			\$ 606,052.52	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item	Amount	
2901 - American Rescue Plan Stimulus	412110 - Mental Health	5781000 - CIP Buildings	606,052.52	
TOTAL - Transfer To			\$ 606,052.52	
ADDITIONAL COMMENTS:				
<div><div>Sergio Cruz</div><div>Budget Office Authorization</div><div>1/16/2024</div><div>Date</div></div>				
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: Randall Rice CPA			Date: 01/16/2024	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

**Run:** 01/09/2024

**Ledger:** GL  
**Fiscal Year:** 2024    1    January

**Budget:** OB

**Ke                      Title                                      Director**  
**2901412110        Mental Health                      County Judge**

<b>Object</b>	<b>Description</b>	<b>Budget</b>	<b>Actual</b>	<b>Encumbrance</b>	<b>Balance</b>
4303030	Other Financial Assistance	12,457,610.75	0.00	0.00	12,457,610.75
5781000	CIP Buildings	12,457,610.75	150,000.00	0.00	12,307,610.75
	<b>Total Revenue</b>	<b>12,457,610.75</b>	<b>0.00</b>	<b>0.00</b>	<b>12,457,610.75</b>
	<b>Total Expense</b>	<b>12,457,610.75</b>	<b>150,000.00</b>	<b>0.00</b>	<b>12,307,610.75</b>
	<b>Net Total (Revenue - Expense)</b>	<b>0.00</b>	<b>(150,000.00)</b>	<b>0.00</b>	<b>150,000.00</b>

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

**Run:** 01/09/2024

**Ledger:** GL  
**Fiscal Year:** 2024    1    January

**Budget:** OB

**Ke                      Title                                      Director**  
**2901412110        Mental Health                      County Judge**

Object	Description	Budget	Actual	Encumbrance	Balance
	Grand Total Revenue	12,457,610.75	0.00	0.00	12,457,610.75
	Grand Total Expense	12,457,610.75	150,000.00	0.00	12,307,610.75
	Grand Totals (Revenue - Expense)	0.00	(150,000.00)	0.00	150,000.00

# FY24 Budget Amendment Request

Row 78

**Commissioners'  
Court Status**

**Fiscal Year**

**Budget  
Amendment  
Number** 24-56-0122-A

**Sponsor:** County Judge, Honorable Mark Henry

**Department:** Professional Services

**Agenda Item  
Caption**

**Amount**

**Notes**

**Amount From  
General Fund  
Budgeted  
Reserves**

**Division  
Number:** 151400

**Department  
Head Name:** Sergio Cruz

**Department  
Head Email:** Sergio.Cruz@galvestoncountytexas.gov

**Submitted By:** Mary Pitts

**Contact  
Extension  
Number:** 5207

**Contact Email  
Address:** Mary.Pitts@galvestoncountytexas.gov

**Associated  
Forms** Not Applicable

**Budget  
Amendment  
Justification:** Request transfer of funds to fund the Mental Health EOU project.



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**Key Org (From):** 2901412110

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**Object Code**  
**From (Line** 4303030  
**Item):**

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**Amount (From):** 606,052.52

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**Add an**  
**additional Key** ☐  
**Org (From):**

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**(2) Key Org**  
**(From):**

---

**(2) Object Code**  
**From (Line**  
**Item):**

---

**(2) Amount**  
**(From):**

---

**(3) Add an**  
**additional Key** ☐  
**Org (From):**

---

**(3) Key Org**  
**(From):**

---

**(3) Object Code**  
**(Line Item):**

---

**(3) Amount**  
**(From):**

---

**(4) Add an**  
**additional Key** ☐  
**Org (From):**

---

**(4) Key Org**  
**(From):**

---

**(4) Object Code**  
**(Line Item):**

---

**(4) Amount**  
**(From):**

---

**Key Org (To):** 2901412110

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**Object Code**  
**(Line Item):** 5781000

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**Amount (To):** 606,052.52

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**Add an**  
**additional Key** ☐

Org (To):

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(2) Key Org  
(To):

---

(2) Object Code  
To (Line Item):

---

(2) Amount (To):

---

(3) Add an  
additional Key ☐  
Org (To):

---

(3) Key Org  
(To):

---

(3) Object Code  
To (Line Item):

---

(3) Amount (To):

---

(4) Add an  
additional Key ☐  
Org (To):

---

(4) Key Org  
(To):

---

(4) Object Code  
To (Line Item):

---

(4) Amount (To):

---

(5) Key Org (To)

---

(5) Object Code  
To (Line Item):

---

(5) Amount To:

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Total (From)      \$606,052.52

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Total (To)          \$606,052.52

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# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*37.**

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24-57-0122-B

Facilities- Request transfer from General Fund - Budgeted Reserves to Facilities Services and Maintenance - Building Improvements to fund Change Order No.2 for the justice center project.

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 2:00 pm

COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Facilities Services	24-57-0122-B
Date Submitted:	1/16/2024	(Assigned by Department of Professional Services)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from General Fund - Budgeted Reserves to Facilities Services and Maintenance - Building Improvements to fund Change Order No.2 for the justice center project.

TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item	Amount	
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	17,747.87	
TOTAL - Transfer From			\$ 17,747.87	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item	Amount	
1101 - General Fund	170100 - Facilities Svcs & Maintenance	5722000 - Building Improvements	17,747.87	
TOTAL - Transfer To			\$ 17,747.87	

ADDITIONAL COMMENTS:

*Sergio Cruz*  
Budget Office Authorization

1/16/2024  
Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: Randall Rice CPA

Date: 01/16/2024

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

**Run:** 01/12/2024

**Ledger:** GL  
**Fiscal Year:** 2024    1    January

**Budget:** OB

**Ke**  
**1101920180**

**Title**  
**Fund Balance Reserves**

**Director**  
**Dir of Fin/Admin/Budget Office**

Object	Description	Budget	Actual	Encumbrance	Balance
5930000	Budgeted Reserves	25,769,604.19	0.00	0.00	25,769,604.19
	<b>Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total Expense</b>	<b>25,769,604.19</b>	<b>0.00</b>	<b>0.00</b>	<b>25,769,604.19</b>
	<b>Net Total (Revenue - Expense)</b>	<b>(25,769,604.19)</b>	<b>0.00</b>	<b>0.00</b>	<b>25,769,604.19</b>

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

**Run:** 01/12/2024

**Ledger:** GL  
**Fiscal Year:** 2024    1    January

**Budget:** OB

**Ke                      Title                                      Director**  
**1101920180        Fund Balance Reserves                      Dir of Fin/Admin/Budget Office**

Object	Description	Budget	Actual	Encumbrance	Balance
	Grand Total Revenue	0.00	0.00	0.00	0.00
	Grand Total Expense	25,769,604.19	0.00	0.00	25,769,604.19
	Grand Totals (Revenue - Expense)	(25,769,604.19)	0.00	0.00	25,769,604.19

# FY24 Budget Amendment Request

Row 79

**Commissioners'  
Court Status****Fiscal Year****Budget  
Amendment  
Number** 24-57-0122-B**Sponsor:** Commissioner Precinct 2, Honorable Joe Giusti**Department:** Facilities**Agenda Item  
Caption****Amount****Notes****Amount From  
General Fund  
Budgeted  
Reserves****Division  
Number:** 170100**Department  
Head Name:** Jose Escobedo**Department  
Head Email:** jose.escobedo@co.galveston.tx.us**Submitted By:** Debra J.Belany**Contact  
Extension  
Number:** 2384**Contact Email  
Address:** debra.belany@co.galveston.tx.us**Associated  
Forms** Not Applicable**Budget  
Amendment  
Justification:** Sealant replacement and epoxy coating for for fountains at Justice Center 600-59th - Galveston.

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**Key Org (From):** 1101920180

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**Object Code**  
**From (Line** 5930000  
**Item):**

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**Amount (From):** 17,747.87

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**Add an**  
**additional Key** ☐  
**Org (From):**

---

**(2) Key Org**  
**(From):**

---

**(2) Object Code**  
**From (Line**  
**Item):**

---

**(2) Amount**  
**(From):**

---

**(3) Add an**  
**additional Key** ☐  
**Org (From):**

---

**(3) Key Org**  
**(From):**

---

**(3) Object Code**  
**(Line Item):**

---

**(3) Amount**  
**(From):**

---

**(4) Add an**  
**additional Key** ☐  
**Org (From):**

---

**(4) Key Org**  
**(From):**

---

**(4) Object Code**  
**(Line Item):**

---

**(4) Amount**  
**(From):**

---

**Key Org (To):** 1101170100

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**Object Code**  
**(Line Item):** 5722000

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**Amount (To):** 17,747.87

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**Add an** ☐  
**additional Key**



Org (To):

(2) Key Org  
(To):

(2) Object Code  
To (Line Item):

(2) Amount (To):

(3) Add an  
additional Key ☐  
Org (To):

(3) Key Org  
(To):

(3) Object Code  
To (Line Item):

(3) Amount (To):

(4) Add an  
additional Key ☐  
Org (To):

(4) Key Org  
(To):

(4) Object Code  
To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code  
To (Line Item):

(5) Amount To:

Total (From)      \$17,747.87

Total (To)          \$17,747.87



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**\*38.**

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24-58-0122-C

Law Library - Request transfer from Law Library - Budgeted Reserves to Law Library - Book, Periodicals, and Subscriptions to fund vendor invoices

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 2:07 pm

COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Law Library	24-58-0122-C
Date Submitted:	1/16/2024	(Assigned by Department of Professional Services)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from Law Library - Budgeted Reserves to Law Library - Book, Periodicals, and Subscriptions to fund vendor invoices.

TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item	Amount	
2211 - Law Library	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	6,810.00	
TOTAL - Transfer From			\$ 6,810.00	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item	Amount	
2211 - Law Library	129100 - Law Library	5317000 - Books, Periodicals and Subscr	6,810.00	
TOTAL - Transfer To			\$ 6,810.00	

ADDITIONAL COMMENTS:

*Sergio Cruz*  
Budget Office Authorization

1/16/2024  
Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: *Randall Rice CPA*

Date: 01/16/2024

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

**Run:** 01/16/2024

**Ledger:** GL  
**Fiscal Year:** 2024    1    January

**Budget:** OB

**Ke**  
**2211920180**

**Title**  
**Fund Balance Reserves**

**Director**  
**Dir of Fin/Admin/Budget Office**

Object	Description	Budget	Actual	Encumbrance	Balance
5930000	Budgeted Reserves	100,000.00	0.00	0.00	100,000.00
	<b>Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total Expense</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>
	<b>Net Total (Revenue - Expense)</b>	<b>(100,000.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

**Run:** 01/16/2024

**Ledger:** GL  
**Fiscal Year:** 2024    1    January

**Budget:** OB

<b>Ke</b>	<b>Title</b>	<b>Director</b>
2211920180	Fund Balance Reserves	Dir of Fin/Admin/Budget Office

Object	Description	Budget	Actual	Encumbrance	Balance
	Grand Total Revenue	0.00	0.00	0.00	0.00
	Grand Total Expense	100,000.00	0.00	0.00	100,000.00
	Grand Totals (Revenue - Expense)	(100,000.00)	0.00	0.00	100,000.00

# FY24 Budget Amendment Request

Row 80

**Commissioners'  
Court Status****Fiscal Year****Budget  
Amendment  
Number** 24-58-0122-C**Sponsor:** County Judge, Honorable Mark Henry**Department:** Law Library**Agenda Item  
Caption****Amount****Notes****Amount From  
General Fund  
Budgeted  
Reserves****Division  
Number:** 129300**Department  
Head Name:** Aaron Johnson**Department  
Head Email:** aaron.johnson@galvestoncountytx.gov**Submitted By:** Rodolfo Gomez**Contact  
Extension  
Number:** 5363**Contact Email  
Address:** Rodolfo Gomez**Associated  
Forms** Not Applicable**Budget  
Amendment  
Justification:** Request transfer to pay vendor expenses

Key Org (From): 2211920180

Object Code  
From (Line Item): 5930000

Amount (From): \$6,810.00

Add an additional Key Org (From): ☐

(2) Key Org (From):

(2) Object Code  
From (Line Item):

(2) Amount (From):

(3) Add an additional Key Org (From): ☐

(3) Key Org (From):

(3) Object Code (Line Item):

(3) Amount (From):

(4) Add an additional Key Org (From): ☐

(4) Key Org (From):

(4) Object Code (Line Item):

(4) Amount (From):

Key Org (To): 2211129100

Object Code (Line Item): 5317000

Amount (To): \$6,810.00

Add an additional Key ☐

Org (To):

(2) Key Org

(To):

(2) Object Code

To (Line Item):

(2) Amount (To):

(3) Add an additional Key

☐

Org (To):

(3) Key Org

(To):

(3) Object Code

To (Line Item):

(3) Amount (To):

(4) Add an additional Key

☐

Org (To):

(4) Key Org

(To):

(4) Object Code

To (Line Item):

(4) Amount (To):

(5) Key Org (To)

(5) Object Code

To (Line Item):

(5) Amount To:

Total (From)

\$6,810.00

Total (To)

\$6,810.00





**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**  
**39.**

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:** 1/9/2024
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Road & Bridge Department
- 5) **Department Contact:** Lee Crowder
- 6) **Description:** Miscellaneous Asphalt Paving
  
- 7) **PEID No:** 125518
- 8) **Req No:**
- 9) **Orgkey:** 2301 312120
- 10) **Object Code:** 5324001
- 11) **Vendor:** Lucas Construction Co, Inc.
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** FM Lateral Roads
- 14) **Fund #:** 2301
- 15) **Current Year Budgeted:** \$2,100,000
- 16) **Current Year Projected:** \$500,000
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 1/22/2024
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** B241012
- 25) **Contract End Date:** 1/21/2025
- 26) **Contract # Issued by Purchasing Department:** CM24083

**NOTES:** - HB1295 Requested

### Approval History

Seq #	Approver	Action	Action Date
1	Lee Crowder	Approve	1/9/24 2:40 pm
2	Rufus Crowder	Delegated	1/10/24 1:15 pm
3	Melissa Fleming	Delegated	1/10/24 1:24 pm
4	Rufus Crowder	Approve	1/10/24 3:03 pm
5	Sergio Cruz	Approve	1/11/24 5:44 pm
6	Randall Rice	Approve	1/12/24 10:53 am
7	Veronica Van Horn	Approve	1/16/24 8:58 am



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

**Contract Number:** CM24083

**Invitation to Bid Number:** B#241012 MISCELLANEOUS ASPHALT PAVING

**Term of Contract:** One (1) year with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of the Contract will be January 22, 2024. The Contract will terminate on January 21, 2025.

**Term of Completion (Construction or other time-specific contracts):** The Contractor shall complete the work within \_\_\_\_\_ Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

**Contractor:** Lucas Construction Company, Inc.

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
Addendum No. 2: ( ) yes ( ) no ( ) n.a.  
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

**Payment Bond Required:** (X) yes ( ) no

**Performance Bond Required:** (X) yes ( ) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

Willis Lucas  
Lucas Construction Company, Inc.  
551 W. League City Parkway  
League City, TX 77573

**County and Contractor agree as follows:**

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

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

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Contractor:**

LUCAS CONSTRUCTION COMPANY INC.

**By:**



**Date:**

1-9-2024

**Galveston County**

**By:**

**Date:**

Mark A. Henry, County Judge

**Attest:**

Dwight Sullivan, County Clerk

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LUCAS CONSTRUCTION COMPANY INC.

**By:**



**Date:**

1-9-2024

**Galveston County**

**By:**

**Date:**

Mark A. Henry, County Judge

**Attest:**

Dwight Sullivan, County Clerk



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**ERIN QUIROGA, MBA, CPPB**  
ASSISTANT PURCHASING AGENT

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

January 8, 2024

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

**Re: RFP #B241012, Miscellaneous Asphalt Paving**  
**Contract #CM24083**

Gentlemen,

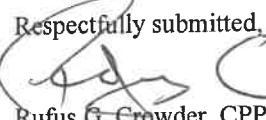
On December 14, 2023, proposals were opened for RFP #B241012, Miscellaneous Asphalt Paving. Three (3) proposals were received from the following companies:

- |                                    |                |
|------------------------------------|----------------|
| • Texas Materials Group, Inc.      | Baytown, TX    |
| • Lucas Construction Company, Inc. | League City, X |
| • Hayden Paving, Inc.              | Houston, TX    |

After a thorough review of the submittals by the Evaluation Committee, Lucas Construction Company, 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,

  
Rufus G. Crowder, CPPO, CPPB  
Purchasing Agent  
County of Galveston



## The County of Galveston

Road and Bridge Department  
Seawall Maintenance Department  
Bolivar Peninsula Beach Maintenance  
Fleet Service Department  
Lee Crowder, Road Administrator Office 281-534-4152

January 3, 2024

Rufus Crowder, CPPO, CPPB  
Galveston County Purchasing Agent  
722 Moody, 5<sup>th</sup> Floor  
Galveston, Texas 77550

RE: Evaluation Committee Results- RFP #B241012 Miscellaneous Asphalt Paving

Dear Mr. Crowder,

On January 3, 2024, the evaluation committee met, reviewed, and evaluated proposals submitted in RFP No. B241012, entitled "Miscellaneous Asphalt Paving" for a vendor to provide overlay 2" compacted of new Hot Mix Asphalt Pavement surface course on various county roads.

Upon evaluation of the proposals submitted to the Galveston County Purchasing Agent in RFP No. B241012, the Evaluation Committee find the following company to be a responsible prosper and recommends the award of a contract to:

- Lucas Construction Co, Inc.


The Company can provide all the required services to meet departments needs.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Lee Crowder".

R. Lee Crowder, Chair,  
Evaluation Committee

Road &amp; Bridge Department


Grading:												Proposal Bond (if required)		Proposal Info	Insurance	Addenda (if any)	Ranking	Lowest Proposal Cost										Total Score			
																		\$ 145.00										100.00%			
												Cost: Cost from price sheet for various types of concrete placement services.		Performance: Ability of proposer to have adequate inventory of equipment, stated number of qualified trained craftsmen performance with Galveston County.		Response Time from Notice To Proceed: Estimated time to mobilize equipment and begin work from NTP.		References: List equivalent past work for government agencies. Provide a list of private work completed in the last year.												Total Score	
Haden Paving												✓							Cost \$ 192.00	0.76	22.86%	24.00	0.80	15.00%	15.00	0.75	17.00%	0.86	78.68%		
Lucas Construction Co. Inc.												✓							Cost \$ 145.00	1.00	30.00%	21.00	0.70	20.00%	20.00	1.00	13.00%	0.65	84.00%		
Texas Materials Group												✓							Cost \$ 156.00	0.78	23.39%	25.00	0.83	0.00%	0.00	1.00	20.00%	0.85	85.19%		

Evaluator Name (printed): Zachary Smith

# Galveston County - Purchasing Department Proposal Tabulation Worksheet

RFP #B241012, Miscellaneous Asphalt Paving - Opened Thursday, December 14, 2023; 2:00 P.M.

Road & Bridge Department

Grading:		30%		30%		20%		20%		100.00%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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<table border="1"> <thead> <tr> <th colspan="2">Proposer</th> <th colspan="10">Lowest Proposal Cost \$ 145.00</th> </tr> </thead> <tbody> <tr> <td>Maden Paving</td> <td>✓</td> <td>Cost</td> <td>\$ 192.00</td> <td>27.00</td> <td>28.00</td> <td>10.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Grading Score</td> <td>0.76</td> <td>0.90</td> <td>1.40</td> <td>0.90</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Cost</td> <td>22.66%</td> <td>27.00%</td> <td>28.00%</td> <td>10.00%</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lucas Construction Co, Inc.</td> <td>✓</td> <td>Cost</td> <td>\$ 145.00</td> <td>26.00</td> <td>29.00</td> <td>5.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Grading Score</td> <td>1.00</td> <td>0.87</td> <td>1.45</td> <td>0.25</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Cost</td> <td>30.00%</td> <td>26.00%</td> <td>28.00%</td> <td>5.00%</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Texas Materials Group</td> <td>✓</td> <td>Cost</td> <td>\$ 186.00</td> <td>29.00</td> <td>22.00</td> <td>15.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Grading Score</td> <td>0.78</td> <td>0.97</td> <td>1.10</td> <td>0.75</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Cost</td> <td>23.39%</td> <td>29.00%</td> <td>22.00%</td> <td>15.00%</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Grading Score</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Cost</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> 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## Galveston County - Purchasing Department Proposal Tabulation Worksheet

**RRFP #B241012, Miscellaneous Asphalt Paving - Opened Thursday, December 14, 2023; 2:00 P.M.**

## Road & Bridge Department

[illegible]

**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**REQUEST FOR PROPOSAL**

**RFP #B241012**

**MISCELLANEOUS ASPHALT PAVING**

**BID DUE DATE: 12/14/2023**

**2:00 PM CST**

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



## **REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS**

### **Purpose:**

Galveston County is seeking a contractor to overlay 2" (compacted) of new Hot Mix Asphalt Pavement surface course on various county roads during Fiscal Year 2024. The estimated volume is 7,400 tons of placed HMAC.

Prior to the overlay, the county road will mill the existing pavement, stabilize and compact the base, or repair all base failure, and apply a single course seal coat.

### **Submittal Instructions:**

Sealed bids in sets of three (3), one (1) unbound single-sided original and two (2) single-sided copies, will be received in the office of the Galveston County Purchasing Agent until 2:00 PM CST, on Thursday, December 14, 2023 and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed qualifications are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

All proposals must be marked on the outside of the envelope:  
**RFP #B241012 MISCELLANEOUS ASPHALT PAVING**

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

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

### **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)  | Wednesday, November 15, 2023             |
| • Advertise Solicitation (second date of publication) | Wednesday, November 22, 2023             |
| • Questions Deadline                                  | Thursday, November 30, 2023 by 5:00 p.m. |
| • Submission Deadline /RFP Bid Opening                | Thursday, December 14, 2023 at 2:30 p.m. |

### **Virtual Bid Opening:**

Interested parties may attend the 2:00 PM, Thursday, December 14, 2023 bid opening virtually by using the following link:  
<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m1ad86fe886f1c2acdc6c3e6b76d1e987>

### **Specifications:**

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

### **Bonding Requirements:**

No bond is required with this Request for Proposal.



RFP #B241012  
Submission Deadline/ RFP Opening: 12/14/2023  
Time: 2:00 PM CST

**Debarment and Suspension:**

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

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

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS**

**REQUEST FOR PROPOSAL**  
**MISCELLANEOUS ASPHALT PAVING**  
**GALVESTON COUNTY, TEXAS**

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**GENERAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
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**GALVESTON COUNTY, TEXAS**

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

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

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

**1. RFP PACKAGE**

*The Request for Proposal, General and Special provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Proposal are all part of the Proposal package and Resultant Contract. **Proposals must be submitted in sets of three (3), one (1) unbound original, and two (2) copies,** on the forms provided by the County if County forms are provided and shall include the Proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Proposal sheets/contract page(s) may disqualify the Proposal from being considered by the Commissioners' Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this Proposal and to sign the Proposal under the terms and conditions in this request for Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this request for Proposal and the Proposer's response hereto.*

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

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

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

**2. PROPOSER'S RESPONSIBILITY**

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders regarding this request for Proposal;
- C. have a satisfactory record of performance;

## GENERAL PROVISIONS

### REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS

- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

#### 3. TIME FOR RECEIVING PROPOSALS

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

**Rufus Crowder, CPPO CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550**

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

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

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

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

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

#### 4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

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

**GENERAL PROVISIONS**  
**REQUEST FOR PROPOSAL**  
**MISCELLANEOUS ASPHALT PAVING**  
**GALVESTON COUNTY, TEXAS**

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

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

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

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

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

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

**5. PROPOSAL OPENING**

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

**6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE**

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

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS**

#### **7. COMMISSIONERS' COURT**

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

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

#### **8. REJECTION OF PROPOSALS / DISQUALIFICATION**

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

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

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

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

#### **9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

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

#### **10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT**

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of



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**REQUEST FOR PROPOSAL**  
**MISCELLANEOUS ASPHALT PAVING**  
**GALVESTON COUNTY, TEXAS**

the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Proposer, by submission of its Proposal, certifies that if awarded any portion of this procurement, the Proposer will supply only material and equipment that is 100% asbestos free.

**11. EXCEPTIONS TO PROPOSAL CONDITIONS**

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

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

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

**12. AWARDED PRICES**

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

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

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

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

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS**

price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

#### **13. PROCUREMENT CARD (P-CARD) PROGRAM**

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

#### **14. PASS THROUGH COST ADJUSTMENTS**

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

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

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

#### **15. MODIFICATION OF PROPOSALS**

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

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#### 16. PRE-PROPOSAL CONFERENCE

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

#### 17. SIGNATURE OF PROPOSALS

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

#### 18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 19. DISPUTE AFTER AWARD / PROTEST

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

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

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

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

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

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

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

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**22. RESULTANT CONTRACT**

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

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

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposer's Proposal, Proposal Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

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

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

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

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

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

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

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted Proposals for the Work covered by

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The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

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

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

**23. CONTRACT TERM**

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

**24. COLLATERAL CONTRACT**

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

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

**25. TERMINATION FOR DEFAULT**

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

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

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

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

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

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

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

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

**26. TERMINATION FOR CONVENIENCE**

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

**27. FORCE MAJEURE**

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

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

**28. ESTIMATED QUANTITIES**

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



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**29. CONTRACTOR INVESTIGATION**

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

**30. NO COMMITMENT BY COUNTY OF GALVESTON**

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

**31. PROPOSAL COSTS BORNE BY PROPOSER**

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

**32. BEST AND FINAL OFFERS (BAFO)**

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

**33. SINGLE PROPOSAL RESPONSE**

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

**34. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this Request for Proposal, a written notice of such revision will be provided to all Proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless

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such clarification or change is provided to Proposers in a written addendum from the Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for Proposal have been issued, as the successful Proposer will be required to abide by such addenda.

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

#### 35. PROPOSAL IDEAS AND CONCEPTS

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

#### 36. PROPOSAL DISCLOSURES

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

#### 37. INDEMNIFICATION

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

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has

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written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**38. REQUIREMENT OF AND PROOF OF INSURANCE**

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

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

**Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

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

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

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

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor.

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Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

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

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

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

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

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

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

#### 39. PROPOSAL GUARANTEE

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

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

The cashier's check or Proposer bond (as applicable) will be returned to each respective unsuccessful Proposer(s) after the Commissioners' Court award of contract and shall be returned to the successful

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

#### **40. PERFORMANCE AND PAYMENT BONDS (if required)**

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

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

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

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

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

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

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#### 41. PATENT AND COPYRIGHT PROTECTION

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

#### 42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

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

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

**Gift-giving.** If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

**Family member.** For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

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

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

**Galveston County Clerk**

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Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

**Galveston County Clerk**  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

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

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

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

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

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

**43. DISCLOSURE OF INTERESTED PARTIES / FORM 1295**

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

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

The Texas Ethics Commission's website is: [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The area of the Texas Ethics Commission website pertaining to Form 1295 is:

[www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

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

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

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

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

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Proposal.

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

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

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



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(SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

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

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

#### 45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

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

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

(2) **"Foreign terrorist organization"** means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) **"Governmental contract"** means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

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

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

#### 46. VERIFICATION NOT TO BOYCOTT ISRAEL

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

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

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

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

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

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

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

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

**47. SOVEREIGN IMMUNITY**

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

**48. CONTROLLING LAW AND VENUE**

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

**49. MERGERS, ACQUISITIONS**

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

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

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

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

#### **50. DELAYS**

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

#### **51. ACCURACY OF DATA**

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

#### **52. SUBCONTRACTING/ASSIGNMENT**

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

#### **53. INDEPENDENT CONTRACTOR**

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

#### **54. MONITORING PERFORMANCE**

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

#### **55. SUBJECT TO APPROPRIATION OF FUNDS**

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of

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funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

**56. CONTRACTS SUBJECT TO GRANT FUNDING**

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

**57. PROCUREMENT ETHICS**

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

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

**CODE OF ETHICS – Statement of Purchasing Policy:**

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

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

**General Ethical Standards:**

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

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

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

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

**Gratuities:**

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

**Kickbacks:**

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

**Contract Clause:**

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

**Confidential Information:**

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

**Prohibition against Contingent Fees:**

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

**Representation:**

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

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**Contract Clause:**

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

**58. NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form L.L. "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into a contract with Proposer and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**60. NON-DISCRIMINATION**

- a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

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

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

- b. **Drug Free Work Place Act:** Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

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- c. Americans with Disabilities Act: Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
- d. OSHA Regulations: Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. Compliance with Immigration Laws and Use of E-Verify: Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. State and Federal Law Compliance: Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.
- g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**61. RECORD RETENTION AND RIGHT TO AUDIT**

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

**62. TITLE VI ASSURANCES/TxDOT**

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)



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Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
  - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)**

The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (3) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

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- (6) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.
- (10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project

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consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

- (12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- (14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- (15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- (16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

**64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)**

To the extent they apply, affirms, and agrees to the following, without exception:

- 1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .
- 2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

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3. Under Section 231.006 of the Family Code, the vendor or applicant ☐ certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.
9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil

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Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

- a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
- c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.
- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
- e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
- f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

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12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.
18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE

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- GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN



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TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide

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- the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected

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by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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**65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT**

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the request for Proposal and that all such persons are current in child support payments.

**66. ANTITRUST**

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

**67. LABOR STANDARDS**

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

**Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.**

**68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II**

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

**Effective Date:**

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

**Procurement:**

New provisions for procurements by States (2 C.F.R. § 200.317):

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When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R. § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

- (1) Informal (micro-purchase, small purchase);
- (2) Formal (sealed Proposals, proposals); and
- (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from \$3,500 to \$10,000. Micro-purchase thresholds higher than \$10,000 are based on certain conditions that include a requirement to maintain records for threshold up to \$50,000 and a formal approval process by the Fed. Govt. for threshold above \$50,000.

More specifically, for Grants to States:

- (1) the subrecipient may self-certify an increase of the micro-purchase threshold up to \$50,000 (based on certain requirements).
- (2) micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R. § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from \$150,000 to \$250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

**2 C.F.R. § 200.317. Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013

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**2 C.F.R. § 200.318. General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

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(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

**2 C.F.R. § 200.319. Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for Proposals or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

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- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of Proposals or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating Proposals or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential Proposers from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

**2 C.F.R. § 200.320. Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.



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(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed Proposals (formal advertising). Proposals are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible Proposer whose bid, conforming with all the material terms and conditions of the Request for Proposals, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible Proposers are willing and able to compete effectively for the business;  
and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful Proposer can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the Proposer to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible Proposer. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

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(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

#### **2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(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;

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(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

**2 C.F.R. § 200.322. Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

**2 C.F.R. § 200.323. Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

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**2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low Proposer under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

**2 C.F.R. § 200.325. Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

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(a) A bid guarantee from each Proposer equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Proposer will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

**2 C.F.R. § 200.326. Contract provisions.**

The non-Federal entity’s contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

**2 C.F.R. Part, 200, Appendix II**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with 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

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current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

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78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

**DOMESTIC PREFERENCES FOR PROCUREMENTS** *(All State and non-State entity purchase orders must adhere to the following)*

**§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES**  
*(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)*

**§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

**69. PROCUREMENT LAWS**

- a. Proposer shall comply with all applicable local, State, and Federal laws, rules, and regulations.
- b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:
  - 1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).
    - (a) During the performance of this contract, the contractor agrees as follows:
      - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
      - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.
      - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



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- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
  - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:
- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
  - (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

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A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

- 3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.
- (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 5.) **Contract Work Hours and Safety Standards Act.**
- (a) Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.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

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not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.
- (3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) **Rights to Inventions Made Under a Contractor Agreement.**

- (a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

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- (c) The regulations and 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**
- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.
- (b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.
- 8.) **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (c) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

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(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

**11.) Procurement of Recovered Materials (2 C.F.R. § 200.323)**

- (a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase

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price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

#### 70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

##### SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

**DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.**

For any HUD-funded contract with a value in excess of \$100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.

Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

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A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

**71. REQUIRED CONTRACT PROVISIONS**

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the

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provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

#### **ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)**

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

#### **ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)**

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

#### **BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)**

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds \$100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

#### **CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)**

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.



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For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

**CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))**

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of \$150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))**

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must 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

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- (1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)**

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

#### **COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))**

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and

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third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

#### **DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))**

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of \$2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

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**DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))**

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

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If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))**

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

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access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

**EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)**

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

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Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)**

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  - i Recruitment, advertising, and job application procedures.
  - ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  - iii Rates of pay or any other form of compensation and changes in compensation.
  - iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  - v Leaves of absence, sick leave, or any other leave.
  - vi Fringe benefits available by virtue of employment, whether or not administered by the contractor.

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- vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  - viii Activities sponsored by the contractor including social or recreational programs.
  - ix Any other term, condition, or privilege of employment.
- c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the



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disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
  - i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
  - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.
  - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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- j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- l. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

#### **FAIR LABOR STANDARDS ACT**

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments

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pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

#### **FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)**

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

#### **GREEN BUILDING STANDARDS**

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

#### **HOLD HARMLESS AGREEMENT**

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **LEAD-BASED PAINT (24 CFR 570.608)**

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992

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(U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

**NON-COLLUSION (The Sherman Act)**

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Bid or the terms or conditions of this Bid.
- b. Pay or agree to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Proposer.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

**NON-SEGREGATED FACILITIES**

**"Prohibition of Segregated Facilities"**

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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#### **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)**

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBs) to assure that MWBs are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

#### **POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

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An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

#### **PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)**

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

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#### **PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)**

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

#### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION**

- b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)
- c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Proposer certifies that it:
  - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
  - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
  - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- d. Inability to certify. A Proposer unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- f. Notice. Proposer shall provide written notice to the Contracting Officer if, at any time before the contract award, Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Proposer (1) who is owned or controlled by a

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citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

- h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS**

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
  - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
  - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
  - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
  - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
  - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.



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- b. **Restrictions.** The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- c. **USTR List.** The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- d. **Certification.** The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- e. **Subcontractors.** The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

#### **RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))**

Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)**

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

#### **TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))**

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### **REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS**

Pursuant to 2 CFR Appendix II to Part 200 (A). Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B). all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

#### **WHISTLEBLOWER PROTECTION ACT**

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

#### **72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)**

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

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Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

**GENERALLY**

The Acts and Regulations specified in this Contract:

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);  
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

**CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

**LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

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The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and  
Federal Executive Order 11246, as amended.

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

**LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

**HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS**

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

#### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

#### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

#### **ENVIRONMENTAL JUSTICE**

## **GENERAL PROVISIONS**

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Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

#### **SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

#### **OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

#### **ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

#### **FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

#### **73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)**

If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

##### **A. REIMBURSEMENT, GENERALLY**

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

##### **B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
  - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-

## **GENERAL PROVISIONS**

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4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

- i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
  - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
- b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
- c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
  - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
  - ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

#### **C. PROJECT MAPPING/DESIGN INFORMATION**

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

#### **D. WATER SYSTEM IMPROVEMENTS**

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

#### **E. SEWER SYSTEM IMPROVEMENTS**

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Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

**F. WASTEWATER TREATMENT CONSTRUCTION**

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

**G. SEPTIC SYSTEM IMPROVEMENTS**

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

**H. BUILDING CONSTRUCTION**

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

**I. BRIDGE CONSTRUCTION/REHABILITATION**

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

**J. DISASTER SHELTERS**



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Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

**K. DEBRIS REMOVAL**

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

**L. USE OF BONDS**

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

**M. PROGRAM GUIDELINES**

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

**N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE:**

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum<sup>1</sup> three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum<sup>2</sup> five-year affordability period guaranteed by an unsecured forgivable promissory note.

**O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")**

An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the

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following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

- (1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.
- (2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

#### **P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE**

The rental housing assistance will be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME

## GENERAL PROVISIONS

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rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

#### **Q. COASTAL MANAGEMENT**

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

#### **74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))**

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

#### **75. LEAD AND ASBESTOS**

If this request for Proposal involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

#### **76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL**

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) prior to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

#### **77. FEDERAL GOVERNMENT NOT A PARTY**

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

#### **78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS**

**79. ACKNOWLEDGMENT OF GOVERNMENT RECORD**

Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

**80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES**

Proposer acknowledges, by its submission in this request for Proposals, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

**81. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

*The remainder of this page intentionally left blank*

**82. NOTICE**

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Proposer shall provide its notice information with its Proposal submission). If mailed, the notice shall be deemed delivered when actually received, or

## **GENERAL PROVISIONS**

### **REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS**

if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

**To the County at:**

Hon. Mark Henry,  
County Judge of Galveston County  
722 Moody (21<sup>st</sup> Street), Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

**With copies to:**

Rufus Crowder, CPPO CPPB,  
Galveston County Purchasing Agent  
722 Moody (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7997

**To the Contractor at:**

*End of General Provisions*

**SPECIAL PROVISIONS  
MISCELLANEOUS ASPHALT PAVING  
GALVESTON COUNTY, TEXAS**

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**SPECIAL PROVISIONS  
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The Special Provisions and the General Provisions of this Request for Proposal and the exhibits attached hereto are made a part of this agreement between the parties with respect to the subject matter of the Bid and Resultant Contract Agreement, and supersedes the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

**A. PURPOSE**

Galveston County is seeking a contractor to overlay 2" (compacted) of new Hot Mix Asphalt Pavement surface course on various county roads during Fiscal Year 2024 (October 1, 2023 thru September 30, 2024). The estimated volume is 7,400 tons of placed HMA.

Prior to the overlay, the county road will mill the existing pavement, stabilize and compact the base, repair all base failures, and apply a single course seal coat.

**B. EXCEPTIONS TO BID CONDITIONS**

Any exceptions to proposal conditions should be listed on separate sheets of paper, attached to bid submittal, and submitted with bid at the specified date and time of bid opening.

**C. PROCUREMENT TIMELINE**

A timeline for this RFP and initial process are included below. Galveston County reserves the right to change these dates and will notify Proposers of any changes via addendum:

Advertise RFP (first date of publication)	Wednesday, November 15, 2023
Advertise RFP (second date of publication)	Wednesday, November 22, 2023
Questions Deadline	Thursday, November, 30, 2023 by 5:00 PM
RFP Bid Opening	Thursday, December 14, 2023 at 2:00 PM

**Virtual Bid Opening:**

Interested parties can attend the 2:00 PM, Thursday, December 14, 2023 bid opening virtually.

Join from the meeting link:

**<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m1ad86fe886f1c2acdc6c3e6b76d1e987>**

Join by meeting number

Meeting number (access code): 2493 380 4047

Meeting password: B241012 (2241012 from video systems)

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,24933804047## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

**SPECIAL PROVISIONS  
MISCELLANEOUS ASPHALT PAVING  
GALVESTON COUNTY, TEXAS**

Join from a video system or application  
Dial 24933804047@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**D. SUBMISSION INSTRUCTIONS**

One (1) unbound original and two (2) copies of the requested bid submittals must be submitted no later than **2:00 PM CST on Thursday, December 14, 2023 to:**

**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
County of Galveston  
722 Moody Avenue (21<sup>st</sup> Street), Fifth (5<sup>th</sup>) Floor  
Galveston, TX 77550**

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

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

**E. BID/PROPOSAL GUARANTEE**

A bid bond is not a requirement of this solicitation request

**F. PERFORMANCE AND PAYMENT BONDS**

Performance and Payment bonds **may be** a requirement of this solicitation

**G. BEST AND FINAL OFFERS (BAFO)**

The Best and Final Offer process is applicable to this solicitation.

**H. PERSONNEL TO CONTACT**

Proposers 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 Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all other proposers as an addendum to the solicitation. Direct inquiries to the following:

**Rufus G. Crowder, CPPO CPPB  
Purchasing Agent**



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MISCELLANEOUS ASPHALT PAVING  
GALVESTON COUNTY, TEXAS**

**722 Moody (21<sup>st</sup> Street)  
Galveston, Texas 77550**

e-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

**Proposers must e-mail their inquiries** (with the subject line “**MISCELLANEOUS ASPHALT PAVING – RFP B241012 - Questions**”) for additional information and/or clarification to the address listed above. The request must include the proposer’s name and the RFP 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 bid due date.*** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means.

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 Response Submission Date. The County, at its sole discretion, may not issue a response to an RFP submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County’s procurement web page located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>.

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addendum does not materially affect the Proposal, waive the acknowledgement of one or more addenda.

Proposers who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline risk that its response will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website are considered as an addendum to, and part of, this RFP.

**I. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT**

The County’s Road and Bridge Department will designate a Program Administrator that will manage the work to be performed under the resultant contract, who for the purpose of this RFP is:

**Lee Crowder,  
Road & Bridge Administrator  
5115 Highway 3  
Dickinson, TX 77539**

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

**SPECIAL PROVISIONS  
MISCELLANEOUS ASPHALT PAVING  
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resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

**J. REQUIREMENTS OF REQUEST FOR PROPOSAL**

Respondent shall provide one (1) single-sided original and two (2) single-sided hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Respondents shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

**K. REQUIRED RESPONDENT INFORMATION**

Respondent must provide satisfactory evidence of its ability to provide an adequate inventory of equipment, timely deliveries, and the ability to repair or replace equipment in a timely manner. The Respondent must provide a written statement response for the following information:

- **Response Time from Notice to Proceed**  
Provide the estimated number of days to respond to estimated work after a notice to proceed.
- **Inventory**  
List the number of pieces of equipment contractor owns related to the above work. Include number, make, model, and weight of laydown machines, double drum rollers, pneumatic rollers,
- **Staff and Craftsmen**  
Provide the companies roster of trained staff and tradesmen available for above work. Include the years of experience of Project Manager, Superintendent, and all paving specialists.
- **References**  
Provide list of any past work with Galveston County, a list of five most recent jobs for government agencies, and a list of the five most recent private jobs.

**L. SPECIFICATIONS**

NOTE: The Specifications referenced in Bid Proposal for TXDOT are included in <https://ftp.txdot.gov/pub/txdot-info/cmd/cserve/specs/2014/standard/specbook-2014.pdf>. These TXDOT Specifications are not included in this project and are Incorporated herein by reference for all purposes as if set out verbatim.

**SPECIAL PROVISIONS  
MISCELLANEOUS ASPHALT PAVING  
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**M. SUMMARY OF WORK**

**I. Related Documents**

- a) Drawings and general provisions of the contract, including General and Supplementary Conditions and other Specifications Sections, maps of owner identified work zones, apply to this Section.

**II. Work Covered by Contract Documents**

- a) The work included in the project will be authorized by multiple notice to proceed (NTP) issued in writing by the Owner, the various county roads will be ready for work and grouped in close proximity to each other. The Contractor shall have ten (10) calendar days to commence work upon issuance of the NTP. The contract duration time for Contractor to obtain substantial completion of each NTP is sixty (60) calendar days.
- b) The work includes BROOM CLEAN SURFACE AND APPLY AN EMULSIFIED MEDIUM OR RAPID SET TACK COAT. INSTALL 2.0" LIFT OF HMAC TYPE D, GR A OR B, PG 64-22 PER TXDOT ITEM 340 Pavement. Width of new pavement to match existing milled or prepared surface, existing surfaces varies between 17-20 feet in width. New Pavement will match intersecting drives and cross streets.
- c) PROVIDE NUCLEAR GAUGE TESTING TO ESTABLISH ROLLING PATTERNS PER TEX 207-F, PART IV TO ACHIEVE MAXIMUM COMPACTION (92 -97% density) and SET ROLLING PATTERNS to achieve uniformly compacted mat and density.
- d) The Contractor will provide a smooth sloped transition for all transverse joints at the completion of each day of paving. The sloped transition will be removed prior to the start of the next day of paving and replace with a 90-degree butt joint.
- e) The contractor will bevel the edge of pavement for each transition to a gravel driveway access, and match concrete/asphalt drives within 12" of the edge of mat. The contractor will not be required to saw cut driveway extending past the edge of mat. The contractor will pave over and bevel concrete drives extending past the edge of mat.
- f) REMOVE ALL EXCESSIVE and WASTE MATERIALS FROM PROJECT AREA.
- g) Galveston County reserves the right to reject any and all bids and to waive informalities in bids received. The award shall be based and made to the lowest responsible bidder based on a comparison of the Total Base Bid Amounts.
- h) The Contractor shall appoint a superintendent for this project, the Superintendent shall be available at all time.
- i) The Contractor will provide a work schedule prior to the NTP being issued. Schedule will meet the county's expectation of the most expedient production and placement of HMAC material.

**SPECIAL PROVISIONS  
MISCELLANEOUS ASPHALT PAVING  
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- j) Owner for the Project is Galveston County Road and Bridge Department, 5115 Hwy 3, Dickinson, TX 77539.

**III. Work Sequence**

- a) Contractor shall notify Project Manager, Zach Smith at 409-682-2650 at least 48 hours prior to any construction commencing.
- b) Contractor shall coordinate construction, road closures and or detours with appropriate Emergency Response, Postal, Utilities and Transportation Department for the I.S.D.

**IV. Contractor Use of Premises**

- a) Use of the Site. Contractor shall confine construction operations to areas within contract limits indicated or as coordinated with the Owner. Do not disturb portions of the site beyond the areas in which the work is indicated.
- b) Owner Occupancy. Allow for Property owner accessibility and maintain traffic as required by the sequence of construction. Keep driveways, entrances and streets near the project area clear and available to traffic at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site. Within the construction zone, notify residents within 24 hrs. of any expected access delays.
- c) Contractor shall be responsible for traffic control in accordance with Texas Manual for Uniform Traffic Control Devices
- d) Contractor is responsible to make the arrangements for staging and securing construction equipment and supplies on or near the jobsite.
- e) Contractor shall maintain access to driveways at all times during construction.

**M. COST**

Any unit prices submitted by the responder shall include all costs to the County, including all materials, management, operators, tools, supplies, delivery, current freight rate, applicable state tax, or any other cost. Measurement and payments shall be per TON of HMAC placed in the specified areas.

**N. INSURANCE REQUIREMENTS**

Qualified Vendors performing work or providing services at or on any County owned facility and/or property are required to maintain the following insurance:

- A policy of third-party liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provision ensuring the public from any loss or damage that may arise to any person or property by reason of services rendered by the

**SPECIAL PROVISIONS  
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vendor and providing that the amount by reason of services limits shall be not less than the following sums:

- for damages arising out of bodily injury to or death of one person in any one accident:
    - \$100,000.00 Dollars;
  - for damages arising out of bodily injury to or death of two or more persons in any one accident:
    - \$300,000.00 Dollars; and,
  - for any injury to or destruction of property in any one accident:
    - \$100,000.00 Dollars.
- 
- Workers' Compensation Insurance Policy if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the Vendor. Alternatively, Vendors may establish a self-insurance program and, utilizing the services of a third-party administrator, self-insure against Workers Compensation claims as is permitted by the Texas Workers Compensation Commission. However, Vendors may not elect to "go bare" for Workers Compensation purposes.

All policies and/or Certificates of Insurance, with the exception of Workers Compensation, shall include the County of Galveston as an additional named insured.

Current insurance Certificates certifying that such policies as specified above are in full force and effect must be furnished by Vendors to the Purchasing Department prior to the Vendor being permitted to perform work or to provide services. In the case of Workers Compensation, a letter certifying that the Vendor is self-insured will suffice.

On occasion, other forms of insurance and additional requirements may be required of Vendors as a condition of performing work or providing services. Such additional requirements will be found in the County's advertisement for bids or Request for Bids. All vendors are required to familiarize themselves with any additional insurance requirements that may be contained in any such bid or Bid package.

*The remainder of this page intentionally left blank*

**SPECIAL PROVISIONS  
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**N. AWARD CRITERIA**

The selection process will be based on the response to this Request for Proposal and any interviews required to verify the ability of proposers to provide services.

- **Cost:**  
Cost from price sheet for various types of concrete placement services. **30%**
- **Response time from Notice to Proceed** **20%**  
Estimated time to mobilize equipment and begin work from NTP.
- **Performance** **30%**  
Ability of proposer to have adequate inventory of equipment, stated number of qualified trained craftsmen performance with Galveston County.
- **References** **20%**  
List equivalent past work for government agencies. Provide a list of private work completed in the last year.

*The remainder of this page intentionally left blank.*

**SPECIAL PROVISIONS  
MISCELLANEOUS ASPHALT PAVING  
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**O. GALVESTON COUNTY ROADS GROUPED BY AREA**

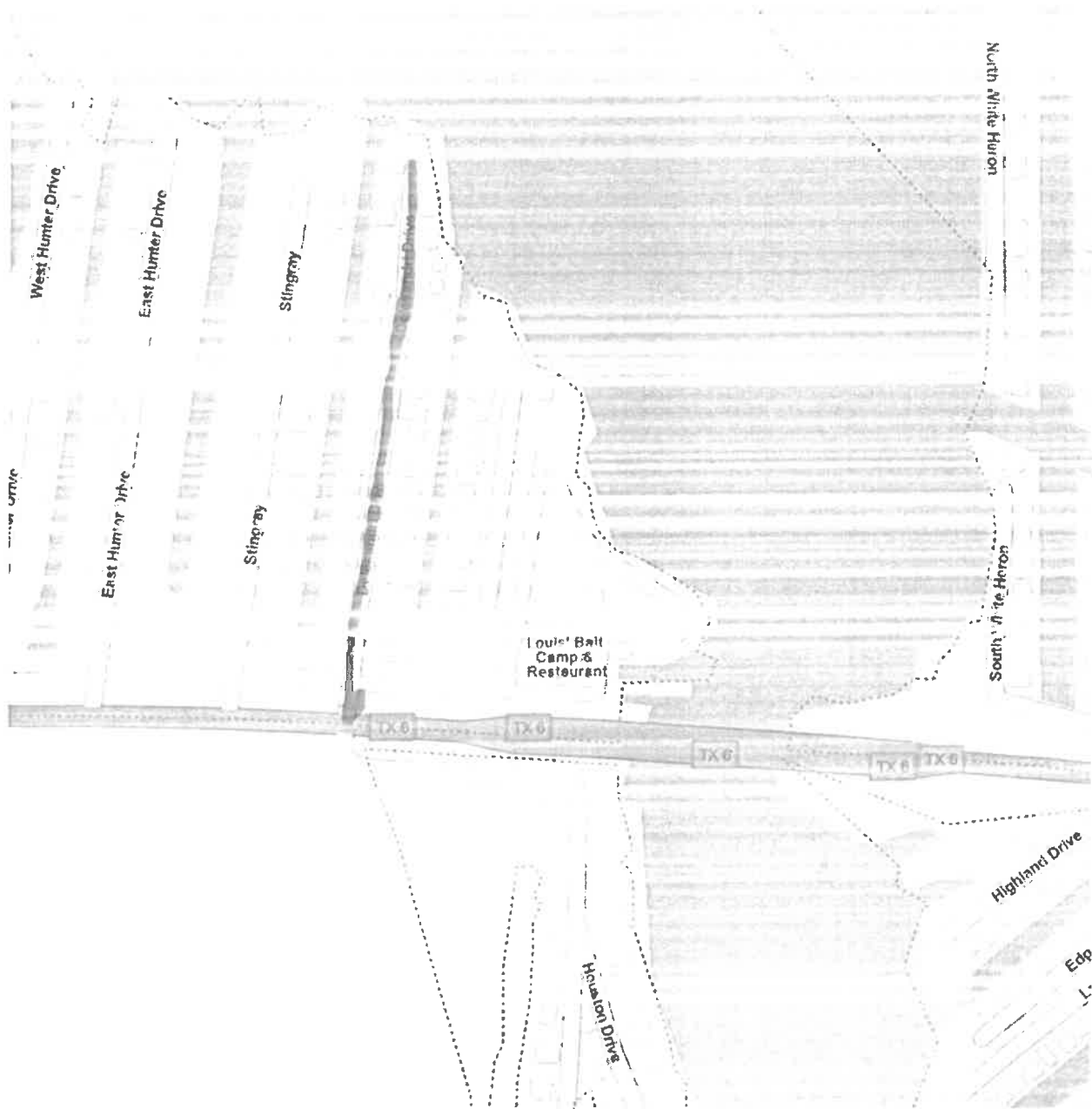
*Local Map*



**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL**  
**MISCELLANEOUS ASPHALT PAVING**  
**GALVESTON COUNTY, TEXAS**

*Local Map*





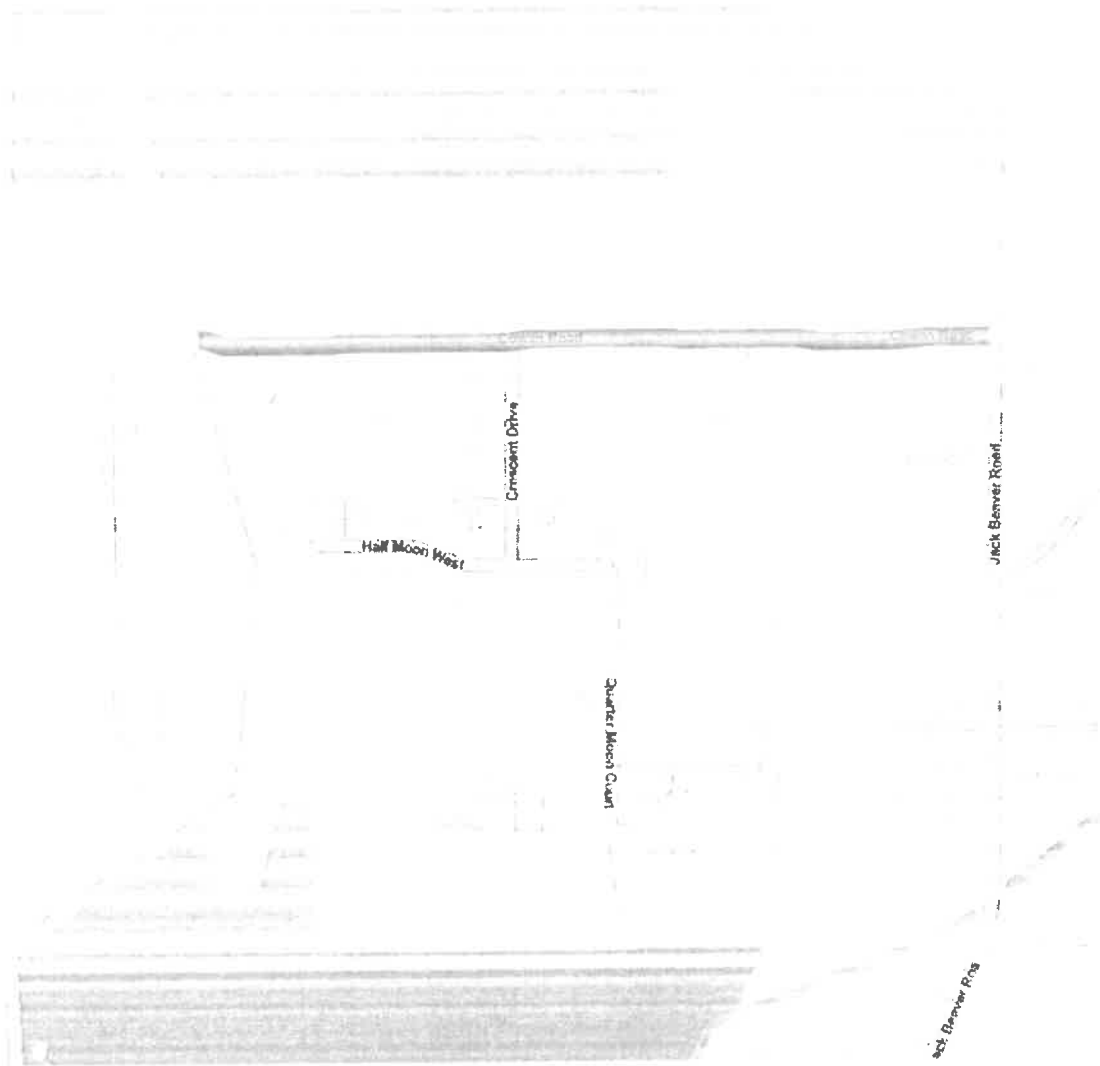
**REQUEST FOR PROPOSAL  
MISCELLANEOUS ASPHALT PAVING  
GALVESTON COUNTY, TEXAS**

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## SPECIAL PROVISIONS

### REQUEST FOR PROPOSAL MISCELLANEOUS ASPHALT PAVING GALVESTON COUNTY, TEXAS

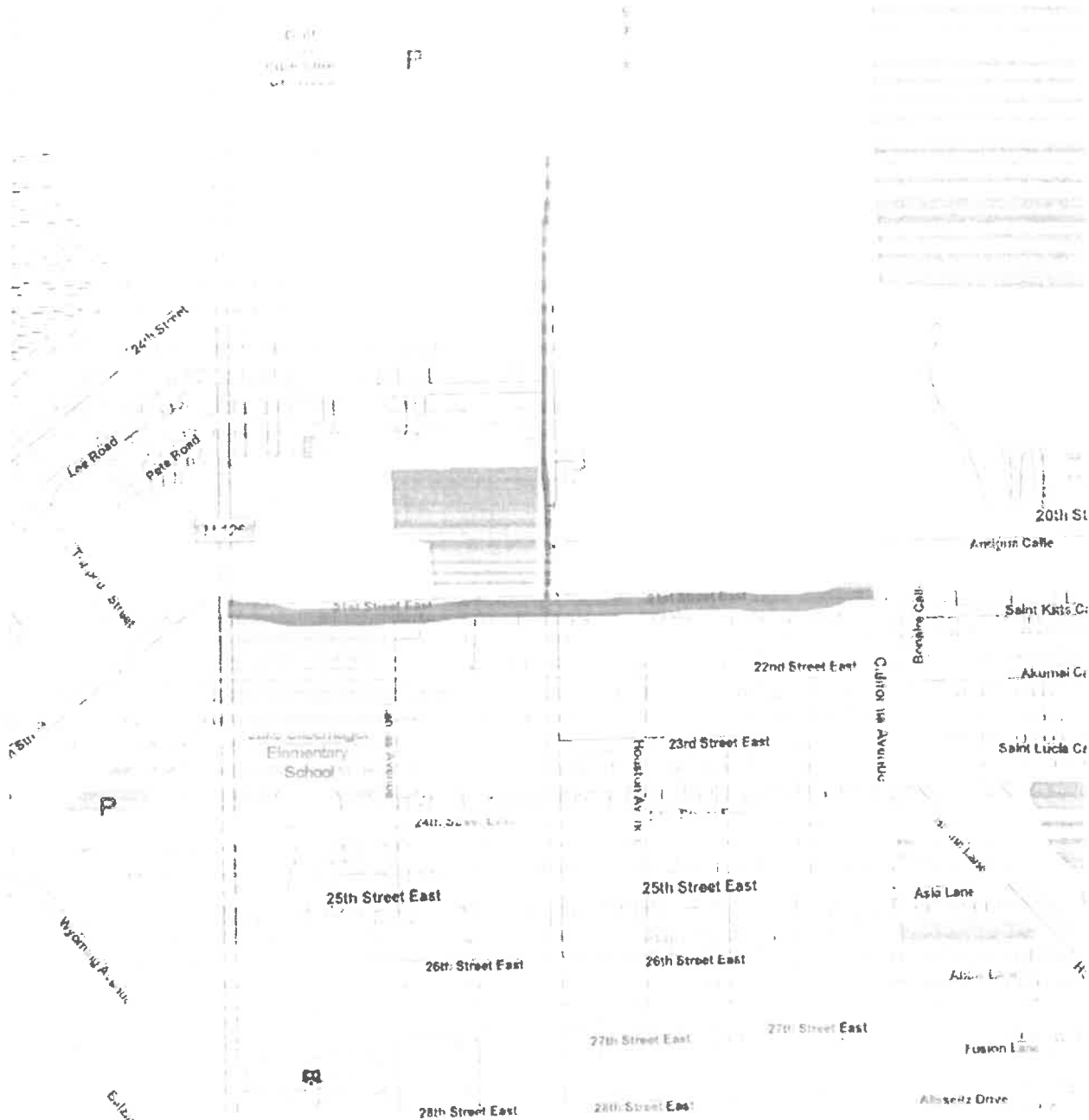
*Local Map*



**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL**  
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*Local Map*



**SPECIAL PROVISIONS**

**REQUEST FOR PROPOSAL**  
**MISCELLANEOUS ASPHALT PAVING**  
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*Local Map*



**REQUEST FOR PROPOSAL  
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This is an aerial map of a coastal area. A parcel of land is highlighted in a dark, shaded area. The parcel is bounded by a dashed line to the north and east, and a solid line to the south and west. The parcel is located near the intersection of Avenue C and Avenue A. The map shows several streets, including Cliff Drive, Avenue C, Avenue A, 24 1/2 Street, 24th Street, 25th Street, Rue de Lafitte Street, and 24th Street. The map also shows a body of water on the right side, labeled 'Seaside Bayline'. The map is oriented with North at the top.

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*Local Map*



*End of Special Provisions Section*

**SPECIAL PROVISIONS**  
  
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**P. REQUIRED DOCUMENTS CHECKLIST**

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: \_\_\_\_\_

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. One (1) original, two (2) copies of 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	_____
8. ATTACHMENT G - Information for Notice	_____
10. ATTACHMENT H - References	_____
11. Line Item Pricing Sheet	_____
12. Contract - Three (3) Copies	_____

Person to contact regarding this qualification: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bid the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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**R. 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_____
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8. ATTACHMENT G - Information for Notice	_____
10. ATTACHMENT H - References	_____
11. Line Item Pricing Sheet	_____
12. Contract- Three (3) Copies	_____

Person to contact regarding this qualification: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

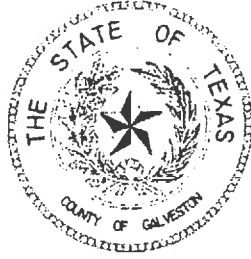
Name of person authorized to bid the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_





## County of Galveston Purchasing Department Vendor Qualification Packet - Attachment A

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following forms to:

**Galveston County Purchasing Department**  
722 Moody Avenue, (21st Street), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

**PEID Form:** Person /Entity Information Data

**W -9 Form:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-rd/1045.pdf> for the latest revision of this form.)*

**CIQ Form:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

**Debarment:** **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**  
*Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County.** Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on*

*the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C. F. R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.*

Information regarding the SAM is available at:

<http://federalcontractorregistry.com/?gclid=CIGlhf2rr8wCFYkCaQoducANZw> or at <http://sam.gov/portal/SAM/#1>.

*No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).*

#### **Direct Deposit: Direct Deposit Authorization Form – Temporarily suspended until further notice**

**Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

#### **Public Liability and Property Damage Insurance:**

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars (\$300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

#### **Worker's Compensation Insurance:**

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

**The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.**

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

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

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

#### **Procurement Policy - Special Note:**

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

#### **Code of Ethics - Statement of Purchasing Policy:**

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

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

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

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

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

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

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

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

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

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

**Questions/Concerns:**

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

## **CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

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

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations:

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

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

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

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage at <http://www.galvestoncountytexas.gov>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at <http://www.ethics.state.tx.us/whatsnew/conflictfroms.htm>

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

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

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



**COUNTY of GALVESTON**  
**Purchasing Department**

rev. 1.3, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

**Galveston County Purchasing Agent**  
**722 Moody Avenue (21 st. Street), 5th Floor**  
**Galveston, Texas 77550**  
**(409) 770-5371**  
***prodoc@co.galveston.tx.us***

1.	<b>Business Name:</b>			
	<b>Attention Line:</b>			
2.	<b>Physical Address:</b>			
	<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>
3.	<b>Billing / Remit Address:</b>			
	<b>City:</b>		<b>State:</b>	<b>Zip+4</b>
4.	<b>Main Contact Person:</b>			
	<b>Main Phone Number:</b>			
	<b>Fax Number:</b>			
	<b>E-mail Address:</b>			

**Areas below are for County use only.**

<b>Requested By:</b>	<b>Phone / Ext. #</b>
<b>Department:</b>	<b>Date:</b>
<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent
<input type="checkbox"/> OneTime	<input type="checkbox"/> Foster Child
	<input type="checkbox"/> Re-activate
	<input type="checkbox"/> Attorney
	<input type="checkbox"/> Refund

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each *officer* with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government *officer* named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an *officer* or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ NO

D. Describe each employment or business relationship with the local government *officer* named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007



**ATTACHMENT B**  
**County of Galveston**  
**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,**  
**SUSPENSION, AND OTHER INELGIBILITY**  
**Executive Orders 12549 & 12689 Certification, Debarment and Suspension**

Solicitation Number: **RFP B241012**

Solicitation Title: **MISCELLANEOUS ASPHALT PAVING**

**Contractor hereby CERTIFIES that:**

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

## ATTACHMENT C

### CERTIFICATION REGARDING LOBBYING (31 U.S.C.A. § 1352)

This Certification must be completed, signed, dated and  
returned to the Galveston County Purchasing Agent

**Procurement Number and Description:**

**RFP B241012 MISCELLANEOUS ASPHALT PAVING**

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Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature of Authorized Signatory for Proposer: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Title of Authorized Signatory of Proposer: \_\_\_\_\_

## ATTACHMENT D

State of Texas

§

§

County of Galveston

§

### NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared \_\_\_\_\_ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the \_\_\_\_\_ of \_\_\_\_\_, that  
(Individual, Partner, Corporate Officer) (Name of Qualifier)  
submitted the attached Qualification in **RFP B241012 MISCELLANEOUS ASPHALT PAVING**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

\_\_\_\_\_  
Signature of Affiant

**SWORN TO** and **SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





## ATTACHMENT E

### Prohibition on Contracts with Companies Boycotting Israel

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

- (1) **"Boycott Israel"** has the meaning assigned by Section 808.001.
- (2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.
- (2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

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

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.

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

**Individual by oath swears that the following statements are factual and true:**

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: \_\_\_\_\_

Business Name of Contractor: \_\_\_\_\_

Company Address: \_\_\_\_\_

County of Contractor: \_\_\_\_\_

Individual: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_



## ATTACHMENT F

### Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

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

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

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

**Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**Section 2252.153 – Listed Companies.** The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, **VENDOR** represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**Individual by oath swears that the following statements are factual and true:**

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: \_\_\_\_\_

Business Name of Contractor: \_\_\_\_\_

Company Address: \_\_\_\_\_

County of Contractor: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_



## ATTACHMENT G INFORMATION FOR NOTICE

Solicitation Number: RFP B241012

Solicitation Title: MISCELLANEOUS ASPHALT PAVING

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

2. If a copy of notice is requested, please complete below:

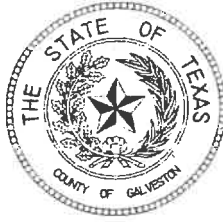
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."



## ATTACHMENT H REFERENCES

Solicitation Number: RFP B241012

Solicitation Title: MISCELLANEOUS ASPHALT PAVING

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within Organization, if applicable: \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

2. Business Name of Organization: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within Organization, if applicable: \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

3. Business Name of Organization: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Title of Individual within Organization, if applicable: \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

LINE ITEM DETAIL

BID #: B241012  
OPEN: 12/14/2023  
2:00PM

MISCELLANEOUS ASPHALT PAVING

GALVESTON COUNTY, TEXAS

VENDOR

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96100	MISCELLANEOUS ASPHALT PAVING	1	TN		\$	\$
Extended Price Total of all Items: \$							



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

**Contract Number:** CM24083

**Invitation to Bid Number:** B#241012 MISCELLANEOUS ASPHALT PAVING

**Term of Contract:** One (1) year with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of the Contract will be January 22, 2024. The Contract will terminate on January 21, 2025.

**Term of Completion (Construction or other time-specific contracts):** The Contractor shall complete the work within \_\_\_\_\_ Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

**Contractor:** \_\_\_\_\_

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
Addendum No. 2: ( ) yes ( ) no ( ) n.a.  
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

**Payment Bond Required:** (X) yes ( )no

**Performance Bond Required:** (X ) yes ( ) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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**County and Contractor agree as follows:**

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

**5. Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

**6. Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

**7. Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

**8. Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**9. Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

**10. Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

**11. Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.



12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

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

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_

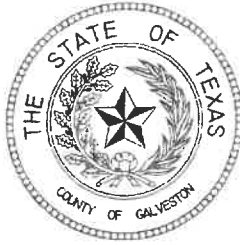
\_\_\_\_\_

**Mark A. Henry, County Judge**

**Attest:**

\_\_\_\_\_

**Dwight Sullivan, County Clerk**



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

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**Invitation to Bid Number:** B#241012 MISCELLANEOUS ASPHALT PAVING

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**Renewal Options: (if applicable):**

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

**Contractor:** \_\_\_\_\_

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
Addendum No. 2: ( ) yes ( ) no ( ) n.a.  
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

**Payment Bond Required:** (X) yes ( )no

**Performance Bond Required:** (X ) yes ( ) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_

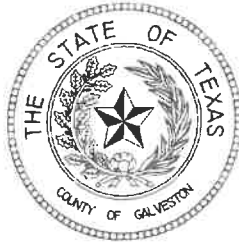
\_\_\_\_\_

**Mark A. Henry, County Judge**

**Attest:**

\_\_\_\_\_

**Dwight Sullivan, County Clerk**



State of Texas

County of Galveston

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Year Three:	Yes ( ) No (X)
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Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Mark A. Henry, County Judge**

**Attest:**

\_\_\_\_\_

**Dwight Sullivan, County Clerk**



## THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB  
PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550

December 5, 2023

**PROJECT NAME:** Miscellaneous Asphalt Paving

**SOLICITATION NO:** RFP #B241012

**RE:** ADDENDUM #1

To All Prospective Proposers:

The following information is being provided to aid in preparation of your proposal submittal(s):

### Questions:

**Question #1:** *We would like to see if we can bid on this RFP but we're having trouble finding a description of the type of equipment, capabilities, what's needed exactly. Would you have something that provides this information?*

**Response:** The roadways will be grouped into two areas, West of I-45 and East of I-45. Two notices to proceed (NTP) will be issued by the County for each respective area in accordance with Section M Summary of Work Paragraph II sub para a of the Special Provisions.

**Question #2:** *Is TY-D PG64-22 Rap allowed or is a virgin mix required?*

**Response:** Allowable RAP content must comply with TxDOT Item 340, see section M Summary of Work Paragraph II sub Para b of the Special Provisions..

**Question #3:** *Will Milling be required or will this just be an overlay of an existing surface?*

**Response:** This will be an overlay of an existing surface, please see Section A. Purpose of the Special Provisions.

**Question #4:** *Will there be any manhole or valve adjustments be required?*

**Response:** Roadways located in Dickinson, San Leon, an Bacliff will be the only areas that the local MUD will need to be contacted in advance coordination for any adjustments to be made.

**Question #5:** *Is there a better map showing the locations for each roadway?*

**Response:** Yes.

**Question #6:** *Will the county be providing all the testing?*


**Response:** Yes.

If you have any further questions regarding this bid, please address them to Rufus Crowder, CPPO CPPB, Purchasing Agent, via e-mail at [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us), or contact the Purchasing Department at (409) 770-5371.

Rufus G. Crowder, CPPO CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
E-mail: [purchasing.bids@co.galveston.tx.us](mailto:purchasing.bids@co.galveston.tx.us)

Please excuse us for any inconvenience that this may have caused.

Sincerely,



Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**40.**

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Receive public comments on Sunset Estates replat

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:27 am



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**41.**

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Consideration of approval, approval with conditions or disapprove of Sunset Estates replat

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:34 am



On this the 22nd Day of January, 2024, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

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

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

WHEREAS, the subdivision plat of BOLIVAR ACRES is presently on file with the County Clerk of Galveston County. It may be found in clerks File 2022044055 Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", SUNSET HOMEBUILDERS, LLC has filed his Petition and Application for permission to revise plat; and

WHEREAS, V.T.C.A., Local Government Code, sec. 232.009 requires notice of this application be advertised; and

WHEREAS, by Order of the Commissioners' Court of December 11<sup>th</sup>, 2023, Michael Shannon, County Engineer was directed to give notice of the application by advertising the same in a newspaper of general circulation in Galveston County; and

WHEREAS, pursuant to such Order, notice of the application was published in The Galveston Daily News, a newspaper of general circulation in the county on the following dates, to wit: December 5, December 9, and December 10, 2023 and

WHEREAS, the application of SUNSET HOMEBUILDERS, LLC has once again been this day presented to the Commissioners' Court: and

WHEREAS, it appearing that all requirements of V.T.C.A., Local Government Code, sec. 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application be approved and that SUNSET HOMEBUILDERS, LLC be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 22<sup>nd</sup> Day of January, 2024

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

On this the 11<sup>th</sup> Day of December, 2023, the Commissioners' Court of Galveston County, Texas convened in a regularly 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;  
Stephen Holmes, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight Sullivan, County Clerk

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

WHEREAS, the subdivision plat of BOLIVAR ACRES is presently on file with the County Clerk of Galveston County. It may be found in in clerks File 2022044055 Galveston County, Texas to:

WHEREAS, by the application attached hereto as Exhibit "A", SUNSET HOMEBUILDERS, LLC have filed their Petition and Application for permission to revise a portion of Outlot 401; and

WHEREAS, V.T.C.A., Local Government Code, sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and posted on the county website; and


BE IT THEREFORE ORDERED, that Michael Shannon, County Engineer be authorized and directed to give notice of this application in a newspaper of general circulation in Galveston County, the attached notice at least 3 times during the period that begins on the 30<sup>th</sup> day and ends on the 7<sup>th</sup> day before the date of the meeting which the Commissioners Court will consider the application.


BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear protests to the revision of the subdivision plat will be January 22nd, 2024 at 9:30 a.m. in the following location:

Galveston County Annex  
174 Calder Drive  
League City, Texas 77573

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 11<sup>th</sup> Day of December, 2023.

COUNTY OF GALVESTON, TEXAS

BY:   
Mark Henry, County Judge

ATTEST:   
Dwight Sullivan, County Clerk




EXHIBIT "A"

APPLICATION FOR PERMISSION  
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

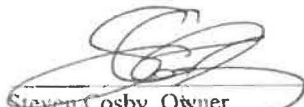
TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS  
NOW COMES SUNSET HOMEBUILDERS, LLC and file this Petition and Application to revise  
plat of BOLIVAR ACRES subdivision plat recorded in clerks File 2022044055, Galveston  
County, Texas to:

- a. Create 24 lots out of Lot 7

SUNSET HOMEBUILDERS, LLC requests permission to revise the Subdivision Plat in  
accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and  
in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner SUNSET HOMEBUILDERS, LLC, owns land in Bolivar Acres that  
is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the Subdivision Plat that will be revised is:
  - a. All of Lot 7
4. The revision will not interfere with the established rights of any owner of a part of  
the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved  
including the filing for record with the County Clerk a revised Plat or part of a Plat  
showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners  
of the lands within the Subdivision Plat and that said notice be published in a newspaper general  
circulation in Galveston County as required by law; that upon final hearing the Honorable Court  
adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this  
Honorable Court enter such further orders and take further action as may be proper.

  
Steven Cosby, Owner  
SUNSET HOMEBUILDERS, LLC

12/5/23  
Date

# LEGAL DESCRIPTION - 5.32 ACRES

BEING ALL OF LOT 7, BLOCK JONES, Lying in the A. Van Nordstrand Survey, Abstract No. 333, Galveston County, Texas, as shown on plat recorded in County Clerk's File No. 202304005, Plat Record, Galveston County, Texas.

## SURVEY NOTES

- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR EASEMENTS, WHETHER BY RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SURVEY REVIEW.
- ALL BEARINGS AND COORDINATES ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1933 (1983), SOUTH CENTRAL ZONE.
- ALL ELEVATIONS ARE NAVD83 (CALCULATED USING GRID 18) BASED ON RTK GNSS OBSERVATION AND TIED TO TRIMBLE'S VTC REFERENCE.
- 202304005 TEXAS FLOOD INSURANCE RATE MAP NO. 5507C00155, DATED AUGUST 15, 2020, THE SURVEY PROPERTY IS LOCATED IN FLOOD ZONE "XET". FLOOD ZONE ELEVATION IS BASED ON SEALED FIRM ONLY. ACCESS SURVEYS, LLC DOES NOT WARRANT THE ACCURACY OF SAID FIRM.
- BEARINGS AND DISTANCES (WHEN IN PARENTHESES) DENOTE RECORD INFORMATION.
- ALL SET BACKS HAVE PLASTIC CAR STAMPS "ACCESS SURVEYS".

I, MICHAEL C. SHANNON, COUNTY ENGINEER OF GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE, AS ADOPTED BY CONSIDERER'S COURT.

MICHAEL C. SHANNON - COUNTY ENGINEER

APPROVED FOR FILING, WHEREIN GALVESTON COUNTY ASSUMES NO OBLIGATION FOR GRADING, DRAINAGE STRUCTURES, OR IMPROVING OF THE STREETS OR PAVEMENT AND OTHER IMPROVEMENTS IN THIS SUBDIVISION.

JANE G. LESTY - COMMISSIONER ELECTION NO. 2

MARK A. HENRY - COUNTY JUDGE

THE ABOVE SUBDIVISION TITLED "SUNSET ESTATES" AS SHOWN, APPROVED BY THE COMMISSIONER'S COURT OF GALVESTON COUNTY, TEXAS, BY ORDER OF \_\_\_\_\_ 2023.

DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS

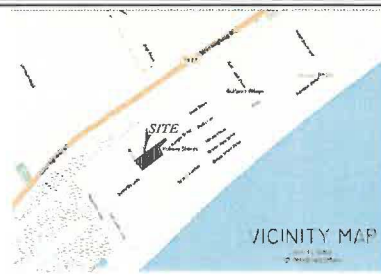
**Access**  
Surveyors, LLC  
Commercial - Industrial - Residential  
11025 Old 10th Road - Houston, Texas 77033  
Telephone (408) 838-6322 Facsimile 838-6122  
www.access-surveyors.com 8 rpl5163@aol.com

FILED 03/11/23 1:00 PM 11/03/23

## Final Plat of SUNSET ESTATES

Lots 1 - 24  
being 5.32 acres of land  
lying in the  
A. Van Nordstrand Survey, Abstract No. 203  
Galveston County, Texas

TBM LEGEND	
TYPE 1	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.
TYPE 2	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.
LEGEND	
A.O.	PLAT OF SUBDIVISION
B.T.B.	BALANCE CERTIFICATE
1	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.
2	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.
3	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.
4	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.
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23	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.
24	PERMITS ALONG DRIVEWAY, SETBACK, EASEMENT, ETC.



STATE OF TEXAS  
COUNTY OF GALVESTON

SUNSET HOMES, LLC, TRUST, AFTER REFERRED TO AS CHURCH (HEREINAFTER OF THE 5.32 ACRES DESCRIBED IN THE ABOVE AND FOREGOING MAP OF SUNSET ESTATES, DO HEREBY MAKE AND ESTABLISH THIS PLAT AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LAWS, ORDINANCES, RESOLUTIONS, AND ORDINANCES OF THE CITY AND COUNTY OF GALVESTON, TEXAS, AND TO THE BEST OF THE PUBLIC INTEREST, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PLATS, WATER COURSES, DRAINAGE, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR THE PURPOSES AND CONVEYANCES THEREIN, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO MAINTAIN AND DEFEND THE TITLE TO THE LAND SO DESIGNATED.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT AND ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS AS FILED HEREAFTER.

FURTHER, OWNERS DO HEREBY CERTIFY AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, STORM, GULLY, DRAIN, OR OTHER NATURAL DRAINAGE COURSE LOCATED IN THIS PLAT, AT EASEMENTS FOR DRAINAGE PURPOSES, DRAINAGE EASEMENTS, OR OTHER DRAINAGE FACILITIES, 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 CERTIFY 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 5.00 ACRES TO PERMIT THE FREE FLOW OF WATER WITHOUT OBSTRUCTION AND BE SO DESIGNED THAT A DRAINAGE EASEMENT OF 10.00 FEET SHALL BE MAINTAINED WITHIN DRAINAGE AREAS AND INDICES TO BE PROVIDED FOR ALL PRIVATE DRIVEWAYS CROSSING SUCH DRAINAGE FACILITIES.

FURTHER, OWNERS DO HEREBY CERTIFY AND AGREE THAT THOSE STREETS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT (SPECIFICALLY NOTED AS PRIVATE STREETS, SHALL HEREBY BE ESTABLISHED AND MAINTAINED AS PRIVATE STREETS BY THE OWNERS, HEIRS, SUCCESSORS, AND ASSIGNS TO PROPERTY LOCATED WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO THE PUBLIC FOR THE PURPOSES AND CONVEYANCES THEREIN, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO MAINTAIN AND DEFEND THE TITLE TO THE LAND SO DESIGNATED AND ESTABLISHED AS PRIVATE STREETS.

HEREBY, OWNERS CERTIFY AND AGREE THAT THEY HAVE COMPLIED WITH ALL LAWS AND THE EXISTING GALVESTON COUNTY REGULATIONS HERETOFORE ON FILE WITH THE GALVESTON COUNTY CLERK AND ADOPTED BY THE COMMISSIONER'S COURT.

STEVEN GOSBY, OWNER

STATE OF TEXAS  
COUNTY OF GALVESTON

BEFORE ME, THE UNDERSIGNED JUDICIAL OFFICER, ON THIS DAY PERSONALLY APPEARED STEVEN GOSBY, KNOWN TO ME TO BE THE PERSON WHOSE NAME HE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONVEYANCES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF \_\_\_\_\_ 2023.

BY: \_\_\_\_\_  
A JUDICIAL OFFICER IN AND FOR THE STATE OF TEXAS

CURVE DATA			
CURVE #	Length	Radius	Chord Data
C1	100.00	100.00	100.00
C2	100.00	100.00	100.00
C3	100.00	100.00	100.00
C4	100.00	100.00	100.00
C5	100.00	100.00	100.00
C6	100.00	100.00	100.00
C7	100.00	100.00	100.00
C8	100.00	100.00	100.00
C9	100.00	100.00	100.00
C10	100.00	100.00	100.00
C11	100.00	100.00	100.00
C12	100.00	100.00	100.00
C13	100.00	100.00	100.00
C14	100.00	100.00	100.00
C15	100.00	100.00	100.00
C16	100.00	100.00	100.00
C17	100.00	100.00	100.00
C18	100.00	100.00	100.00
C19	100.00	100.00	100.00
C20	100.00	100.00	100.00
C21	100.00	100.00	100.00
C22	100.00	100.00	100.00
C23	100.00	100.00	100.00
C24	100.00	100.00	100.00

STATE OF TEXAS  
COUNTY OF GALVESTON

I, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON \_\_\_\_\_ 2023 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ P.M., AND DULY RETURNED ON \_\_\_\_\_ 2023 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ P.M. IN PLAT RECORD \_\_\_\_\_ MAP NUMBER \_\_\_\_\_ GALVESTON COUNTY MAP RECORDS

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS, THIS DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

**PRELIMINARY  
FOR REVIEW**

SCOTT H. BRADY  
DEPUTY COUNTY CLERK, GALVESTON COUNTY, TEXAS

(34)



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**42.**

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Receive public comments on Avenue Acres replat

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:34 am



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**43.**

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Consideration of approval, approval with conditions or disapprove of Avenue Acres replat

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/16/24 10:46 am

On this the 22nd Day of January, 2024, the Commissioners' Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

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

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

WHEREAS, the subdivision plat of Alta Loma Outlots is presently on file with the County Clerk of Galveston County. It may be found in Volume 119 Page 9 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", The Estate of Sunny Wilkens Ernst, Deceased has filed his Petition and Application for permission to revise plat; and

WHEREAS, V.T.C.A., Local Government Code, sec. 232.009 requires notice of this application be advertised; and

WHEREAS, by Order of the Commissioners' Court of December 11<sup>th</sup>, 2023, 2023 Michael Shannon, County Engineer was directed to give notice of the application by advertising the same in a newspaper of general circulation in Galveston County; and

WHEREAS, pursuant to such Order, notice of the application was published in The Galveston Daily News, a newspaper of general circulation in the county on the following dates, to wit: December 5, December 9, and December 10, 2023 and

WHEREAS, the application of The Estate of Sunny Wilkens Ernst, Deceased has once again been this day presented to the Commissioners' Court: and

WHEREAS, it appearing that all requirements of V.T.C.A., Local Government Code, sec. 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application be approved and that The Estate of Sunny Wilkens Ernst, Deceased be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 22<sup>nd</sup> Day of January, 2024

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk



On this the 11<sup>th</sup> Day of December, 2023, the Commissioners' Court of Galveston County, Texas convened in a regularly 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;  
Stephen Holmes, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight Sullivan, County Clerk

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

WHEREAS, the subdivision plat of Alta Loma Outlots is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 119 Page 9 of the Map Records of Galveston County, Texas to:

WHEREAS, by the application attached hereto as Exhibit "A", The Estate of Sunny Wilkens Ernst, Deceased have filed their Petition and Application for permission to revise a portion of Outlot 401; and

WHEREAS, V.T.C.A., Local Government Code, sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and posted on the county website; and

BE IT THEREFORE ORDERED, that Michael Shannon, County Engineer be authorized and directed to give notice of this application in a newspaper of general circulation in Galveston County, the attached notice at least 3 times during the period that begins on the 30<sup>th</sup> day and ends on the 7<sup>th</sup> day before the date of the meeting which the Commissioners Court will consider the application.

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear protests to the revision of the subdivision plat will be January 22nd, 2024 at 9:30 a.m. in the following location:

Galveston County Annex  
174 Calder Drive  
League City, Texas 77573

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 11<sup>th</sup> Day of December, 2023..

COUNTY OF GALVESTON, TEXAS

BY:   
Mark Henry, County Judge




  
Dwight Sullivan, County Clerk



EXHIBIT "A"

APPLICATION FOR PERMISSION  
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

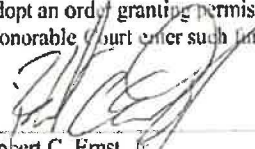
TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS  
NOW COMES The Estate of Sunny Wilkens Ernst, Deceased, and file this Petition and  
Application to revise plat of Alta Loma Outlots subdivision plat recorded in Volume 119, Page 9  
of the Map Records of Galveston County, Texas to:

- a. Subdivide part of Alta Loma Outlot 401 into 4 lots

The Estate of Sunny Wilkens Ernst, Deceased requests permission to revise the Subdivision Plat  
in accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009,  
and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner The Estate of Sunny Wilkens Ernst, owns land in part of Alta Loma  
Outlot 401 that is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B" called Avenue Acres
3. The portion of the Subdivision Plat that will be revised is:
  - a. Part of Alta Loma Outlot 401
4. The revision will not interfere with the established rights of any owner of a part of  
the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved  
including the filing for record with the County Clerk a revised Plat or part of a Plat  
showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners  
of the lands within the Subdivision Plat and that said notice be published in a newspaper general  
circulation in Galveston County as required by law; that upon final hearing the Honorable Court  
adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this  
Honorable Court enter such further orders and take further action as may be proper.

  
Robert C. Ernst, Jr.  
Independent Executor of the Estate of  
Sunny Wilkens Ernst, Deceased

12-4-2023  
Date





# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

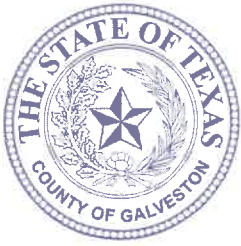
**44.**

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

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/17/24 3:47 pm



**Cheryl E. Johnson, PCC**  
**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](mailto:galcotax@co.galveston.tx.us)



January 3, 2024

Honorable Mark Henry  
County Judge  
722 Moody Street  
Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00 Due to Change in Appraisal Roll

Dear Judge Henry:

Section 25.25(n) of the Texas Property Tax Code specifies that if a change in the appraisal records of a property owner reduces the tax liability, a refund shall be paid. Section 26.15(f) requires that if a correction decreases the tax liability after the tax has been paid, the taxing unit shall refund to the property owner who paid the tax the difference between the tax paid and the tax legally due.

In accordance with the above referenced sections of the Tax Code, I hereby request approval of 1 refund totaling \$449,389.61 as shown on the attached report.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, PCC, CTOP

ACCOUNT NUMBER	UNP TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
747601		2022	8005	CITY-GALVESTON WHARVES	970006280065023	TL	REF231008	20231008	54009605	DA	449,389.61	VALUE INCREASED
CHECK PAYEE: ROYAL CARIBBEAN INTERNATIONAL												LEVY: 106,326.82
1050 CARIBBEAN WAY												PENALTY: 9,569.42
MIAMI FL331322096												INTEREST: 4,253.08
												ATTORNEY: .00
												CHECK TOTAL: 449,389.61
TOTAL AMOUNT DUE FOR ACCOUNT												00

TOTAL ALL ACCOUNTS 449,389.61

COUNT OF REFUND CHECKS 1

Geo

Supp Group: 157

11/10/2023 7:34AM

## Current Property Data as of Supp 8

Supp Code: C2525C

Supp Action: M

Prop ID	Owner	%	Legal Description	Values			
747601	72189	100.00 R	Geo: 9700-0628-0065-023 CITY-GALVESTON WHARVES 823 25TH ST GALVESTON, TX 77550-2103	Effective Acres: 0.0000 IMPS ONLY ABST 628 M B MENARD SUR TR 65 Appraiser: RD Operator: CSCARB Acres: 0.0000 State Codes: F1 Map ID: Situs: WHARF GALVESTON, TX 77550	Imp HS: 0 Imp NHS: 25,000,000 Land HS: 0 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 25,000,000 Prod Loss: 0 Appraised: 25,000,000 Cap: 0 Assessed: 25,000,000	Late Ag: F

Change Desc:

25.25C1 CORRECTION TO OWNERSHIP

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
CITY-GALVESTON WHARVES 823 25TH ST GALVESTON, TX 77550-2103	72189	100.00	EX-XV	GGA	100.00	25,000,000	0		0.00
			J01	100.00		25,000,000	0		0.00
			N01	100.00		25,000,000	0		0.00
			RFL	100.00		25,000,000	0		0.00
			S10	100.00		25,000,000	0		0.00
			C30	100.00		25,000,000	0		0.00

## Previous Property Data as of Supp: 7

Prop ID	Owner	%	Legal Description	Values			
747601	72189	100.00 R	Geo: 9700-0628-0065-023 CITY-GALVESTON WHARVES 823 25TH ST GALVESTON, TX 77550-2103	Effective Acres: 0.0000 IMPS ONLY ABST 628 M B MENARD SUR TR 65 Appraiser: RD Operator: AGARRE Acres: 0.0000 State Codes: F1 Map ID: Situs: WHARF GALVESTON, TX 77550	Imp HS: 0 Imp NHS: 25,000,000 Land HS: 0 Land NHS: 0 Prod Use: 0 Prod Mkt: 0	Market: 25,000,000 Prod Loss: 0 Appraised: 25,000,000 Cap: 0 Assessed: 25,000,000	Late Ag: F

Change Desc:

SEC 11.11 GRANT TOTAL EX AS OF 10/16/2022 PER BILL OF SALE &amp; CORR OWN

Owner	Pct	Exemptions	Entity	Ent Pct	Statemnt	Assessed	Taxable	Freeze	Tax
CITY-GALVESTON WHARVES 823 25TH ST GALVESTON, TX 77550-2103	72189	100.00	EX-XV	GGA	100.00	25,000,000	19,726,027		0.00
		IN-10/16/2022	J01	100.00		25,000,000	19,726,027		0.00
			N01	100.00		25,000,000	19,726,027		0.00
			RFL	100.00		25,000,000	19,726,027		0.00
			S10	100.00		25,000,000	19,726,027		0.00
			C30	100.00		25,000,000	19,726,027		0.00

Gain or Loss of Value for:

Property: 747601 Geo: 9700-0628-0065-023

Entity	Current			Previous			Gain / Loss		
	Assessed	Taxable	Tax	Assessed	Taxable	Tax	Assessed	Taxable	Tax
C30	25,000,000	0	0.00	25,000,000	19,726,027	0.00	0	-19,726,027	0.00
GGA	25,000,000	0	0.00	25,000,000	19,726,027	0.00	0	-19,726,027	0.00
J01	25,000,000	0	0.00	25,000,000	19,726,027	0.00	0	-19,726,027	0.00
N01	25,000,000	0	0.00	25,000,000	19,726,027	0.00	0	-19,726,027	0.00
RFL	25,000,000	0	0.00	25,000,000	19,726,027	0.00	0	-19,726,027	0.00
S10	25,000,000	0	0.00	25,000,000	19,726,027	0.00	0	-19,726,027	0.00



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January 3, 2024

County Judge Mark Henry  
722 Moody Street  
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 10 refunds totaling \$41,007.06 as shown below.

<u>Account</u>	<u>Year</u>	<u>Type</u>	<u>Amount</u>
106931	2023	Overpayment	\$3,013.77
127973	2023	Overpayment	\$3,101.60
163120	2023	Overpayment	\$5,931.30
180451	2023	Overpayment	\$8,031.45
292123	2023	Overpayment	\$2,906.58
386917	2023	Overpayment	\$2,680.92
420533	2023	Overpayment	\$3,679.48
428921	2023	Duplicate	\$2,848.08
502914	2023	Overpayment	\$2,635.95
744945	2023	Overpayment	\$6,177.93

Sincerely,

  
Cheryl E. Johnson, PCC

ACCOUNT NUMBER	ADPR DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND
UNP TOT YEAR UNIT OWNER NAME	REC TYPE	RECEIPT	DATE				REASON(S)
106931 2023 8001 JOHNSON RYAJA	351000640007000	125112023GV	20231120				
CHECK PAYEE:SOUTH LAND TITLE, LLC	TL	11/20/2023		54514409 PA		3,013.77	
6710 STEWART ROAD STE 200	ABST 628 M B MENARD SUR LOT 7 & E			CHECK TOTAL:		3,013.77	
GALVESTON TX77551	OF LOT 6 NW BLK 64 GALVESTON OUTLO						

FIDO # : 21421631  
TOTAL AMOUNT DUE FOR ACCOUNT .00

127973 2023 8001 UZICK JEFFREY HOWARD	639100000090000	H112123P902	20231122				
CHECK PAYEE:UZICK JEFFREY HOWARD	TL	11/22/2023		54543674 PA		3,101.60	
9302 WICKFORD	ABST 121 PAGE 15 LOT 90 SEA ISLE 1			CHECK TOTAL:		3,101.60	
HOUSTON TX77024	EXTENSION						

FIDO # : 32612694  
TOTAL AMOUNT DUE FOR ACCOUNT .00

163120 2023 8001 GIBSON WILLIAM P & ANGELA N	301500640000001	104112123GV	20231121				
CHECK PAYEE:FIRST AMERICAN TITLE INSURANCE	TL	11/21/2023		54527434 PA		5,931.30	
12012 SPACE CENTER BLVD	ABST 19 PERRY & AUSTIN SUR NE 1/2			CHECK TOTAL:		5,931.30	
STE 1200	LOT 64 (0-1) DICKINSON ADDN D						
HOUSTON TX77059							

FIDO # : 33473397  
TOTAL AMOUNT DUE FOR ACCOUNT .00

180451 2023 8001 HEALEY GORDON S & REBECCA A	627500010049000	RC231227	20231122				
CHECK PAYEE:HEALEY GORDON SEAN	TL	11/22/2023		54544289 TR		8,031.45	
REBECCA A HEALEY	ABST 65 FRANKS B SUR LOT 49 BLK 1			CHECK TOTAL:		8,031.45	
5 OAK TRACE	SANDPIPER BEACH						
BEAUMONT TX77706							

FIDO # : 33473397  
TOTAL AMOUNT DUE FOR ACCOUNT .00

292123 2023 8001 FCMC ENTERPRISES, LLC	664900010034000	RC231227	20231130				
CHECK PAYEE:FCMC ENTERPRISES, LLC	TL	11/30/2023		54611585 TR		2,906.58	
2101 AUGUSTA DRIVE	ABST 18 M MULDON SUR LOT 34 BLK 1			CHECK TOTAL:		2,906.58	
LEAGUE CITY TX77573	SOUTH SHORE HARBOUR SEC 5						

FIDO # : 33477961  
TOTAL AMOUNT DUE FOR ACCOUNT .00



ACCOUNT NUMBER  
UNP TOT YEAR UNIT OWNER NAME APPR DIST #  
386917 2023 8001 JO SCHWEINLE INVESTMENTS LLC TL  
2810 PERGOLA  
LEAGUE CITY TX77573  
SUIT DEPOSIT  
REC TYPE RECEIPT DATE  
RC231229 20231130  
ABST 9 GREENRIDGE SUB (99), BLOCK CHECK TOTAL:  
LOT 7, ACRES 0.161  
54611450 TR  
2,680.92  
2,680.92  
REFUND  
REASON(S)

FIDO # : 33522545  
TOTAL AMOUNT DUE FOR ACCOUNT .00  
420533 138700010100000  
2023 8001 SEMEL KRISTIN & LOGAN SEMEL TL  
CHECK PAYEE: TITLE & ESCROW OF TEXAS  
8610 BROADWAY, STE 250  
SAN ANTONIO TX78217  
ABST 19 PERRY & AUSTIN SUR LOT 100 CHECK TOTAL:  
1 BAY COLONY POINTE SEC 6 (2004),  
54556158 PA  
3,679.48  
3,679.48

FIDO # : 33176750  
TOTAL AMOUNT DUE FOR ACCOUNT .00  
428921 135900010048000  
2023 8001 FERMIN-CRISTOSTOMO BENITO TL  
CHECK PAYEE: ROBINSON JOSHUA RYAN & AMANDA BROOKE  
3116 CAMBRIDGE MEADOWS LN  
DICKINSON TX77539  
ABST 19, BLOCK 1, LOT 48, ACRES 0.  
54544225 OK  
2,848.08  
2,848.08  
TOTAL AMOUNT DUE FOR ACCOUNT .00

502914 546300000005000  
2023 8001 BOBBITT JOHN & LACY TL  
CHECK PAYEE: SOUTHLAND TITLE  
6710 STEWART ROAD  
SUITE 200  
GALVESTON TX77551  
THE OAKS REPLAT (2007) ABST 628, 1 CHECK TOTAL:  
ACRES 0.103  
54566946 PA  
2,635.95  
2,635.95  
TOTAL AMOUNT DUE FOR ACCOUNT .00

FIDO # : 33097820  
TOTAL AMOUNT DUE FOR ACCOUNT .00  
744945 686103030003000  
2023 8001 CHATMAN MICHAEL L & CAROLYN TL  
CHECK PAYEE: CORNERSTONE HOME LENDING  
901 CORPORATE CENTER DRIVE  
POMONA CA91768  
LOT 3 BLK 3 SUNSET GROVE SEC 3 (20 CHECK TOTAL:  
ABST 2  
104111623GV 20231116  
54487497 PA  
6,177.93  
6,177.93

FIDO # : 32906211  
TOTAL AMOUNT DUE FOR ACCOUNT .00  
TOTAL ALL ACCOUNTS 41,007.06  
COUNT OF REFUND CHECKS 10



Cheryl E. Johnson, PCC, CTOP  
Assessor and Collector of Taxes  
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Toll Free (877) 766-2284 Fax: (409) 766-2479  
Email: [galcotax@co.galveston.tx.us](mailto:galcotax@co.galveston.tx.us)



January 11, 2024

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 \$155,684.50 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,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, PCC

Attachments

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND
UNP TOT YEAR UNIT OWNER NAME	REC TYPE	RECEIPT	DATE				REASON(S)
104173	2023 8001 SUNIGA DIANNA LYNN & EDDIE S TL	902011024T	20240110	54974379	TR	5,443.88	
CHECK PAYEE: SUNIGA DIANNA LYNN & EDDIE	ABST 628 M B MENARD SUR W 1/2 OF L CHECK TOTAL:					5,443.88	
1624 MARKET ST	(13-1) BLK 556 GALVESTON						
GALVESTON TX77550							

FIDO # : 33553303  
TOTAL AMOUNT DUE FOR ACCOUNT .00

1351990010001	2023 8001 SEENAI ASSOCIATES LLC	902121923CH1	20231221	54937359	PA	3,617.82	
CHECK PAYEE: SEENAI ASSOCIATES, LLC	RES A BLK 1	1 12/21/2023		CHECK TOTAL:		3,617.82	
3130 GRANTS LAKE BLVD. #17462	(PR YR IMPS 2016*1351990010002)						
SUGAR LAND TX77479	TOWNE SQUARE						

FIDO # : 33457190  
TOTAL AMOUNT DUE FOR ACCOUNT .00

144067	2023 8001 BREZINA ROBERT P JR & DONNA	RC240104	20231227	54973046	TR	11,779.70	
CHECK PAYEE: BREZINA DONNA	ABST 7 S C BUNDICK SUR LOT 95A TIKI CHECK TOTAL:	1 12/27/2023				11,779.70	
1646 WINDSONG WAY	ISLAND SEC 8 REPLT						
TIKI ISLAND TX77554							

FIDO # : 33586418  
TOTAL AMOUNT DUE FOR ACCOUNT .00

149840	2023 8001 HALILI IDRIZ & SANIJE	951122723CH1	20231228	55070982	OK	8,794.43	
CHECK PAYEE: BLERIM HALILI	ABST 10 A EDWARDS SUR LOTS 33,34 & CHECK TOTAL:	1 12/28/2023				8,794.43	
318 2ND ST	BLK 62 SAN LEON TOWNSITE						
SAN LEON TX77539							

FIDO # : 33527944  
TOTAL AMOUNT DUE FOR ACCOUNT .00

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND
UNP TOT YEAR UNIT OWNER NAME		REC TYPE	RECEIPT				REASON(S)
167676	2023 8001 MUSIC GERALD J & MARLENE B N TL	929011124T	20240111	54903592	TR	2,978.18	
CHECK PAYEE:ALAMO TITLE COMPANY	2200 NASA PARKWAY SUITE 150	ABST 19 PERRY & AUSTIN LOTS 10 & 1	CHECK TOTAL:			2,978.18	
HOUSTON TX77058		5 WEEKS ADDN & IMPS					

FIDO # : 32866956  
TOTAL AMOUNT DUE FOR ACCOUNT .00

214862	2023 8001 CIOELLI PAUL	RC240110	20231227	55006537	TR	3,288.34	
CHECK PAYEE:LERETA, LLC		ABST 179 J SHAW SUR LOT 305 BLUE W	CHECK TOTAL:			3,288.34	
ATTN: CENTRAL REFUNDS		ADDN NO 2					
901 CORPORATE CENTER DR.							
POMONA CA91768							

FIDO # : 30383278  
TOTAL AMOUNT DUE FOR ACCOUNT .00

356953	2023 8001 ARMINTOR ALLEN & ANN	RC240110	20231229	55062252	TR	5,437.10	
CHECK PAYEE:CLEAR CREEK ISD TAX OFFICE		ABST 9 J DICKINSON SUR LOT 18 CREE	CHECK TOTAL:			5,437.10	
2425 E MAIN ST		ESTATES SEC 2					
LEAGUE CITY TX77573							

FIDO # : 33691662  
TOTAL AMOUNT DUE FOR ACCOUNT .00

384249	2023 8001 ATENIESE CORY & AMANDA SUE	RC240110	20231227	54974386	TR	3,535.93	
CHECK PAYEE:LERETA, LLC		ABST 19 PERRY & AUSTIN SUR CENTERF	CHECK TOTAL:			3,535.93	
ATTN: CENTRAL REFUNDS		LAKES IN BAY COLONY SEC 1 (98), BL					
901 CORPORATE CENTER DR.		5, LOT 14, ACRES 0.256					
POMONA CA91768							

FIDO # : 30383278  
TOTAL AMOUNT DUE FOR ACCOUNT .00

TN536  
SELECTION SEQUENCE 4449469  
OVERPAYMENT REFUNDS  
REFUNDS REPORTED FOR INSPECTION ONLY  
FROM: 11/01/2023 TO: 01/11/2024  
MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER  
UNP TOF YEAR UNIT OWNER NAME  
437162 2023 8001 WELCH JASON ARTHUR  
CHECK PAYEE: LERETA, LLC  
ATTN: CENTRAL REFUNDS  
901 CORPORATE CENTER DR.  
POMONA CA91768  
APPR DIST #  
REC TYPE RECEIPT DATE  
RC240110 20231227  
THE DAMN CONDOMINIUM (2006) ABST 1 CHECK TOTAL:  
UNIT 1113 & 0.655% INT  
AMOUNT  
2,742.70  
2,742.70  
REFUND  
REASON(S)

FIDO # : 30383278  
TOTAL AMOUNT DUE FOR ACCOUNT .00  
439691 285400000001000 H121423P902 20231215  
CHECK PAYEE: AMOCO FEDERAL CREDIT UNION  
PO BOX 889  
TEXAS CITY TX77591  
CRM/FORD BUSINESS PARK (2006) ABST CHECK TOTAL:  
RES A, ACRES 1.383  
AMOUNT  
22,409.69  
22,409.69

509989 860004021450000 RC240110 20231222  
CHECK PAYEE: DSW HOMES, LLC  
1650 E. WINDING WAY BLDG B  
FRIENDSWOOD TX77546  
BUSINESS PERSONAL PROPERTY - FFE, CHECK TOTAL:  
TUG22  
AMOUNT  
7,841.23  
7,841.23

FIDO # : 32755101  
TOTAL AMOUNT DUE FOR ACCOUNT .00  
524268 136200000001301 RC240111 20231113  
CHECK PAYEE: CORLELOGIC  
ATTN: CENTRALIZED REFUNDS  
PO BOX 9202  
COPELL TX750199760  
ABST 19 PERRY & AUSTIN SUR SE PT O CHECK TOTAL:  
A3 (1-301) BAY COLONY TOWN CENTER  
(2005) 0.700 ACRES  
AMOUNT  
49,449.73  
49,449.73

FIDO # : 30383287  
AGENT # : 00007512 KROLL LLC  
TOTAL AMOUNT DUE FOR ACCOUNT 22,937.26  
600681 703001760001001 902121823CC1 20231221  
CHECK PAYEE: DEVON RUSSELL  
545 EAST ALGONQUIN ROAD  
ARLINGTON HEIGHTS IL60005  
TL  
ABST 77 N HURD SUR BLK 176 & S 68. CHECK TOTAL:  
OF 177 & ABND ALLEY TEXAS CITY  
AMOUNT  
9,824.37  
9,824.37

FIDO # : 33458078  
TOTAL AMOUNT DUE FOR ACCOUNT .00

ACCOUNT NUMBER APPR DIST #  
UNP TOT YEAR UNIT OWNER NAME REC TYPE DEPOSIT RECEIPT DATE REMITTANCE# STAT AMOUNT REFUND REASON(S)

605069 2023 8001 CADENCE BANK 3504000100001000 TL RC240110 1 12/06/2023 54674259 TR 6,307.05  
CHECK PAYEE:CADENCE BANK - ACCOUNTS PAYABLE GALVESTON BAY CLUB PARTIAL RPLT (2 CHECK TOTAL: 6,307.05  
PO BOX 789 ABST 121, BLOCK 1, LOT 1, ACRES 0.  
TUPELO MS38802-0789

FIDO # : 33299630  
TOTAL AMOUNT DUE FOR ACCOUNT .00

723070 2023 8001 WALTER SHANNON RENE TL RC240110 20231227 54974393 TR 3,463.83  
CHECK PAYEE:IERETA, LLC LOT 3 BLK 3 LANDING AT DELANY COVE CHECK TOTAL: 3,463.83  
ATTN: CENTRAL REFUNDS 7 (2019) ABST 2  
901 CORPORATE CENTER DR.  
POMONA CA91768

FIDO # : 30383278  
TOTAL AMOUNT DUE FOR ACCOUNT .00

734206 2023 8001 TIMOTHY P MULLER AND YANI AH TL RC240110 20231229 55094984 TR 3,452.79  
CHECK PAYEE:FIRST UNITED BANK BAY COLONY POINTE WEST SEC 9 (2016 CHECK TOTAL: 3,452.79  
1400 W MAIN ABST 19, BLOCK 2, LOT 17, ACRES 0.  
DURANT OK74701 UND INT

FIDO # : 33693133  
TOTAL AMOUNT DUE FOR ACCOUNT .00

741103 2023 8001 SAMUEL OOMMEN & SOOSAMMA SAM TL 902121523CC1 20231219 54884419 OK 5,317.73  
CHECK PAYEE:OOMMEN SAMUEL LOT 22 BLK 2 WESTWOOD SUB SEC 6 (2 CHECK TOTAL: 5,317.73  
423 CAMPBELL DR ABST 9 & 614  
LEAGUE CITY TX77573

FIDO # : 33431604  
TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 155,684.50  
COUNT OF REFUND CHECKS 17



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



January 16, 2024

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 6 refunds totaling \$26,438.52 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 for*

Cheryl E. Johnson, PCC, CTOP

Attachments

SELECTION SEQUENCE 4451559  
OVERPAYMENT REFUNDS  
REFUNDS REPORTED FOR INSPECTION ONLY  
FROM: 11/01/2023 TO: 11/30/2023  
MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
UNP TOT YEAR UNIT OWNER NAME		REC TYPE	RECEIPT	DATE			
106931	2023 8001 JOHNSON RYAJA	125112023GV	20231120				
CHECK PAYEE:SOUTH LAND TITLE, LLC		TL	1 11/20/2023	54514409 PA		3,013.77	
6710 STEWART ROAD STE 200		ABST 628 M B MENARD SUR LOT 7 & E		CHECK TOTAL:		3,013.77	
GALVESTON TX77551		OF LOT 6 NW BLK 64 GALVESTON OUTLIO					

FIDO # : 21421631  
TOTAL AMOUNT DUE FOR ACCOUNT .00

127973	2023 8001 UZICK JEFFREY HOWARD	H112123P902	20231122	54543674 PA		3,101.60	
CHECK PAYEE:UZICK JEFFREY HOWARD		TL	1 11/22/2023				
9302 WICKFORD		ABST 121 PAGE 15 LOT 90 SEA ISLE 1		CHECK TOTAL:		3,101.60	
HOUSTON TX77024		EXTENSION					

TOTAL AMOUNT DUE FOR ACCOUNT .00

163120	2023 8001 GIBSON WILLIAM P & ANGELA N	104112123GV	20231121	54527434 PA		5,931.30	
CHECK PAYEE:FIRST AMERICAN TITLE INSURANCE		TL	1 11/21/2023				
12012 SPACE CENTER BLVD		ABST 19 PERRY & AUSTIN SUR NE 1/2		CHECK TOTAL:		5,931.30	
STE 1200		LOT 64 (0-1) DICKINSON ADDN D					
HOUSTON TX77059							

FIDO # : 32612694  
TOTAL AMOUNT DUE FOR ACCOUNT .00

180451	2023 8001 HEALEY GORDON S & REBECCA A	RC231227	20231122	54544289 TR		8,031.45	
CHECK PAYEE:HEALEY GORDON SEAN		TL	1 11/22/2023				
REBECCA A HEALEY		ABST 65 FRANKS B SUR LOT 49 BLK 1		CHECK TOTAL:		8,031.45	
5 OAK TRACE		SANDPIPER BEACH					
BEAUMONT TX77706							

FIDO # : 33473397  
TOTAL AMOUNT DUE FOR ACCOUNT .00

386917	2023 8001 JO SCHWEINLE INVESTMENTS LLC	RC231229	20231130	54611450 TR		2,680.92	
CHECK PAYEE:SCHWEINLE JO ELLEN		TL	1 11/30/2023				
2810 PERGOLA		ABST 9 GREENBRIDGE SUB (99), BLOCK		CHECK TOTAL:		2,680.92	
LEAGUE CITY TX77573		LOT 7, ACRES 0.161					

FIDO # : 33522545  
TOTAL AMOUNT DUE FOR ACCOUNT .00



SELECTION SEQUENCE 4451559

OVERPAYMENT REFUNDS

REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM

REFUNDS SELECTED REPORT

FROM: 11/01/2023 TO: 11/30/2023

PAGE: 2

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	APP#	DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND
UNP TOT YEAR UNIT OWNER NAME			REC TYPE	RECEIPT	DATE			REASON(S)
420533	2023	8001	SEWELL, KRISTIN & LOGAN	SEWEL, TL	121112723GV	20231127	54556158 PA	3,679.48
CHECK PAYEE: TITLE & ESCROW OF TEXAS								3,679.48
8610 BROADWAY, STE 250								
SAN ANTONIO, TX 78217								
ABST 19 PERRY & AUSTIN SUR LOT 100 CHECK TOTAL:								3,679.48
1 BAY COLONY POINTE SEC 6 (2004),								

FIDO # : 33176750

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 26,438.52

COUNT OF REFUND CHECKS 6



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**45.**

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Discuss Enterprise Fleet Management submitted by Road & Bridge Department

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/10/24 4:59 pm



# FY24 VEHICLE ANALYSIS

11/10/2023

GALVESTON COUNTY FLEET SERVICES

# FY24 VEHICLE PURCHASE SUMMARY

FUND	# OF VEHICLES	ENCUMBERED
1101 FLEET (Law Enforcement)	30	\$ 1,635,208.75
1101 FLEET (White Fleet Facilities Service Trucks)	2	\$ 127,992.58
2301 ROAD & BRIDGE	2	\$ 228,974.00
2370 FLOOD CONTROL	3	\$ 297,808.82
2601 PARKS	3	\$ 160,500.00
2410 MOSQUITO	2	\$ 82,000.00
<b>TOTALS</b>	<b>42</b>	<b>\$ 2,532,484.15</b>



## 5 YEAR REPLACEMENT SCHEDULE – PATROL ONLY

Based on Current Policy for Patrol Vehicles:  
3 Years OR 80K Miles

# OF VEHICLES	PURCHASE ESTIMATE	LEASE ESTIMATE
150	\$ 10,163,841.00	\$ 6,084,261.87

NOTE: Analysis is conducted to replace 100% of the Patrol Fleet in a 5 year cycle.

# 5 YEAR REPLACEMENT SCHEDULE – PATROL ONLY

Based on 3 Years OR  
80K Miles

PURCHASE ESTIMATE				LEASE ESTIMATE			
Year 1 Replacement Schedule				Monthly Payment	Annual Cost	Annual Cost By Quantity	Combined Totals
8	Tahoes	Current 4x2 Quote	\$ 447,000.00	\$ 1,484.44	\$ 17,813.28	\$ 142,506.24	
5	Expeditions	Current 4x2 Quote	\$ 332,500.00	\$ 1,766.13	\$ 21,193.56	\$ 105,967.80	
3	Mid Size SUV	Last Purchase	\$ 114,000.00	\$ 1,014.75	\$ 12,177.00	\$ 36,531.00	
10	1/2 Ton PU	Last Purchase	\$ 500,000.00	\$ 1,331.12	\$ 15,973.44	\$ 159,734.40	
1	3/4 Ton PU	Last Purchase	\$ 50,000.00	\$ 1,331.12	\$ 15,973.44	\$ 15,973.44	
27	Total Estimated Purchase Amount		\$ 1,443,500.00			\$ 460,712.88	
Year 2 Replacement Schedule							
7	Expeditions	Year 1 Estimated Cost +10%	\$ 512,050.00	\$ 1,942.74	\$ 23,312.92	\$ 163,190.41	
7	1/2 Ton PU	Year 1 Estimated Cost +10%	\$ 385,000.00	\$ 1,464.23	\$ 17,570.78	\$ 122,995.49	
14	Total Estimated Purchase Amount		\$ 897,050.00			\$ 286,185.90	
Year 3 Replacement Schedule							
17	Tahoes	Year 2 Estimated Cost +10%	\$ 1,149,370.00	\$ 1,796.17	\$ 21,554.07	\$ 366,419.17	
2	Expeditions	Year 2 Estimated Cost +10%	\$ 160,930.00	\$ 2,137.02	\$ 25,644.21	\$ 51,288.42	
6	1/2 Ton PU	Year 2 Estimated Cost +10%	\$ 363,000.00	\$ 1,610.66	\$ 19,327.86	\$ 115,967.17	
2	3/4 Ton PU	Year 2 Estimated Cost +10%	\$ 121,000.00	\$ 1,610.66	\$ 19,327.86	\$ 38,655.72	
27	Total Estimated Purchase Amount		\$ 1,794,300.00			\$ 572,330.48	\$ 1,319,229.26
Year 4 Replacement Schedule							
27	Tahoes	Year 3 Estimated Cost +10%	\$ 2,008,017.00	\$ 1,975.79	\$ 23,709.48	\$ 640,155.84	
5	Expeditions	Year 3 Estimated Cost +10%	\$ 442,560.00	\$ 2,350.72	\$ 28,208.63	\$ 141,043.14	
3	Mid Size SUV	Year 2 Estimated Cost +20%	\$ 150,480.00	\$ 1,339.47	\$ 16,073.64	\$ 48,220.92	
10	1/2 Ton PU	Year 3 Estimated Cost +10%	\$ 665,500.00	\$ 1,771.72	\$ 21,260.65	\$ 212,606.49	
1	3/4 Ton PU	Year 3 Estimated Cost +10%	\$ 66,550.00	\$ 1,771.72	\$ 21,260.65	\$ 21,260.65	
46	Total Estimated Purchase Amount		\$ 3,333,107.00			\$ 1,063,287.04	\$ 1,921,803.42
Year 5 Replacement Schedule							
18	Tahoes	Year 4 Estimated Cost	\$ 1,338,678.00	\$ 2,173.37	\$ 26,080.42	\$ 469,447.62	
8	Expeditions	Year 4 Estimated Cost	\$ 708,096.00	\$ 2,585.79	\$ 31,029.49	\$ 248,235.93	
1	Mid Size SUV	Year 2 Estimated Cost +20%	\$ 50,160.00	\$ 1,607.36	\$ 19,288.37	\$ 19,288.37	
9	1/2 Ton PU	Year 3 Estimated Cost +10%	\$ 598,950.00	\$ 1,948.89	\$ 23,386.71	\$ 210,480.42	
36	Total Estimated Purchase Amount		\$ 2,695,884.00			\$ 947,452.34	\$ 1,635,617.52
150 Total 5 Year Estimated Replacement Budget			\$ 10,163,841.00				\$ 6,084,261.87

5 YEAR REPLACEMENT SCHEDULE – WHITE FLEET & NON-PATROL LAW ENFORCEMENT

Based on Current Policy for Non-Patrol & White Fleet:  
5 Years OR 100K Miles

# OF VEHICLES	PURCHASE ESTIMATE	LEASE ESTIMATE
244	\$ 14,922,341.00	\$ 8,711,163.73

NOTE: Analysis is conducted to replace 100% of the White Fleet in a 5 year cycle for equal comparison. Some low mileage vehicles could be utilized longer or placed on a longer rotation.



# 5 YEAR REPLACEMENT SCHEDULE – WHITE FLEET & NON-PATROL LAW ENFORCEMENT

Based on 5 Years OR  
100K Miles

PURCHASE ESTIMATE				LEASE ESTIMATE			
Year 1 Replacement Schedule				Monthly Payment	Annual Cost	Annual Cost By Quantity	Combined Totals
10	Tahoes	Current 4x2 Quote	\$ 558,750.00	\$ 1,119.51	\$ 13,434.12	\$ 134,341.20	
1	Expeditions	Current 4x2 Quote	\$ 66,500.00	\$ 1,330.37	\$ 15,964.44	\$ 15,964.44	
13	Mid Size SUV	Last Purchase	\$ 494,000.00	\$ 764.74	\$ 9,176.88	\$ 119,299.44	
20	1/2 Ton PU	Last Purchase	\$ 1,000,000.00	\$ 1,002.89	\$ 12,034.68	\$ 240,693.60	
6	3/4 Ton PU	Last Purchase	\$ 300,000.00	\$ 1,102.14	\$ 13,225.68	\$ 79,354.08	
8	1 Ton PU	Last Purchase	\$ 440,000.00	\$ 1,068.18	\$ 12,818.16	\$ 102,545.28	
8	Full Size Vans	Last Purchase	\$ 360,000.00	\$ 903.66	\$ 10,843.92	\$ 86,751.36	
66	Total Estimated Purchase Amount		\$ 3,219,250.00			\$ 778,949.40	
Year 2 Replacement Schedule							\$ 1,202,641.55
5	Tahoes	Year 1 Estimated Cost +10%	\$ 307,315.00	\$ 1,231.46	\$ 14,777.53	\$ 73,887.66	
3	Expeditions	Year 1 Estimated Cost +10%	\$ 219,450.00	\$ 1,463.41	\$ 17,560.88	\$ 52,682.65	
2	Mid Size SUV	Year 1 Estimated Cost +10%	\$ 83,600.00	\$ 841.21	\$ 10,094.57	\$ 20,189.14	
9	1/2 Ton PU	Year 1 Estimated Cost +10%	\$ 495,000.00	\$ 1,103.18	\$ 13,238.15	\$ 119,143.33	
6	3/4 Ton PU	Year 1 Estimated Cost +10%	\$ 330,000.00	\$ 1,212.35	\$ 14,548.25	\$ 87,289.49	
5	1 Ton PU	Year 1 Estimated Cost +10%	\$ 302,500.00	\$ 1,175.00	\$ 14,099.98	\$ 70,499.88	
30	Total Estimated Purchase Amount		\$ 1,737,865.00			\$ 423,692.15	
Year 3 Replacement Schedule							\$ 1,339,850.61
1	Tahoes	Year 2 Estimated Cost +10%	\$ 67,610.00	\$ 1,354.61	\$ 16,255.29	\$ 16,255.29	
4	Expeditions	Year 2 Estimated Cost +10%	\$ 321,860.00	\$ 1,609.75	\$ 19,316.97	\$ 77,267.89	
3	1/2 Ton PU	Year 2 Estimated Cost +10%	\$ 181,500.00	\$ 1,213.50	\$ 14,561.96	\$ 43,685.89	
8	Total Estimated Purchase Amount		\$ 570,970.00			\$ 137,209.06	
							\$ 1,770,150.83
Year 4 Replacement Schedule							
12	Tahoes	Year 3 Estimated Cost +10%	\$ 892,452.00	\$ 1,490.07	\$ 17,880.81	\$ 214,569.76	
1	Expeditions	Year 3 Estimated Cost +10%	\$ 88,512.00	\$ 1,770.72	\$ 21,248.67	\$ 21,248.67	
4	3/4 Ton PU	Year 3 Estimated Cost +10%	\$ 266,200.00	\$ 1,466.95	\$ 17,603.38	\$ 70,413.52	
4	1 Ton PU	Year 2 Estimated Cost +20%	\$ 290,400.00	\$ 1,410.00	\$ 16,919.97	\$ 67,679.88	
4	Full Size Vans	Year 1 Estimated Cost +30%	\$ 234,000.00	\$ 1,174.76	\$ 14,097.10	\$ 56,388.38	
25	Total Estimated Purchase Amount		\$ 1,771,564.00			\$ 430,300.22	
							\$ 3,619,571.34
Year 5 Replacement Schedule							
18	Tahoes	Year 4 Estimated Cost	\$ 1,338,678.00	\$ 1,490.07	\$ 17,880.81	\$ 321,854.65	
7	Expeditions	Year 4 Estimated Cost	\$ 619,584.00	\$ 1,770.72	\$ 21,248.67	\$ 148,740.69	
18	Mid Size SUV	Year 2 Estimated Cost +20%	\$ 902,880.00	\$ 1,009.46	\$ 12,113.48	\$ 218,042.67	
36	1/2 Ton PU	Year 3 Estimated Cost +10%	\$ 2,395,800.00	\$ 1,334.85	\$ 16,018.16	\$ 576,653.73	
13	3/4 Ton PU	Year 4 Estimated Cost	\$ 865,150.00	\$ 1,466.95	\$ 17,603.38	\$ 228,843.94	
11	1 Ton PU	Year 4 Estimated Cost	\$ 798,600.00	\$ 1,410.00	\$ 16,919.97	\$ 186,119.68	
12	Full Size Vans	Year 4 Estimated Cost	\$ 702,000.00	\$ 1,174.76	\$ 14,097.10	\$ 169,165.15	
115	Total Estimated Purchase Amount		\$ 7,622,692.00			\$ 1,849,420.51	
							\$ 8,711,163.73
244 Total 5 Year Estimated Replacement Budget			\$ 14,922,341.00				



# COMBINED 5 YEAR REPLACEMENT SCHEDULE SUMMARY

REPLACEMENT POLICY	# OF VEHICLES	PURCHASE ESTIMATE	LEASE ESTIMATE	DIFFERENCE
3YR/80K	150	\$10,163,841.00	\$ 6,084,261.87	\$ 4,079,579.13
5YR/100K	244	\$ 14,922,341.00	\$ 8,711,163.73	\$ 6,211,177.27
TOTALS	394	\$ 25,086,182.00	\$ 14,795,426.00	\$ 10,290,756.39

NOTE: Analysis is conducted to replace 100% of the White Fleet in a 5 year cycle for equal comparison.  
**Some low mileage vehicles will be utilized longer or placed on a longer rotation.**

# Chart provided by:

## Jarriell Miller, Account Executive with Enterprise Mobility

CURRENT PLAN: **PURCHASE**

FUTURE FORECAST (5 Years)  
394 UNITS

394 Unit- TOTAL FORECAST	
FY24 SPEND	\$4,662,750
FY25 SPEND	\$2,634,915
FY26 SPEND	\$2,365,270
FY27 SPEND	\$5,104,671
FY28 SPEND	\$10,318,576
TOTAL 5 YEAR COMBINED SPEND	\$25,086,182

PROPOSED PLAN: **EFM LEASE**

FUTURE FORECAST (5 Years)  
394 UNITS

394 Unit- TOTAL FORECAST	
FY24 SPEND	\$1,239,662
FY25 SPEND	\$1,949,540
FY26 SPEND	\$2,659,080
FY27 SPEND	\$3,691,954
FY28 SPEND	\$5,255,189
TOTAL 5 YEAR COMBINED SPEND	\$14,795,425.61



# **GALVESTON COUNTY, TEXAS**

## **COMMISSIONERS COURT**

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

**46.**

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Discussion of American Rescue Plan Act (ARPA) updates submitted by Professional Services

### **Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/10/24 5:08 pm