



**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, Purchasing  
GALVESTON, TEXAS 77550  
(409) 770-5371

**EREN S. QUIROGA, MBA, CPPB**  
ASST. PURCHASING AGENT

November 5, 2024

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

**RE: RFP 24-023, Texas Department of Agriculture Community Development Block Grant Program  
2025/2026 Community Development Fund Grant Administration Services  
Contract #CM25005**

Gentlemen,


On October 30, 2024, proposals were opened for RFP #24-023, Texas Department of Agriculture Community Development Block Grant Program 2025/2026 Community Development Fund Grant Administration Services. at Two (2) proposals were received from the following companies:

- David Tash dba Ezra Grant Services                      Denison, TX
- GrantWorks, Inc.    Austin, TX

After a thorough review of the submittals by the Evaluation Committee, GrantWorks, 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



MEMORANDUM

To: Rufus Crowder, Purchasing Agent  
Tammy Dickey, Purchasing

From: Betsy Thomas, Grants Administration Manager

Date: November 5, 2024

RE: Bid #B24-023  
Texas Department of Agriculture – CDBG – Community Development Fund  
Grant Administration Services

RECOMMENDATIONS

After review of the packets submitted for the above-referenced RFP, our evaluation committee recommends the following:

- Award to GrantWorks, Inc.

Thank you in advance for placing this on the agenda for the next available Commissioners Court Agenda.

Evaluation Committee

Texas Department of Agriculture

Galveston TDA Grant Administration

RFP Scoring Criteria Matrix

Vendor Name	25% Qualitative	25% Capabilities and Capacities	25% Methodology	25% Price	Total Points Given
Ezra Grant Service	15	23 15	20	10	60 0
Grantworks	20	23	15	20	78 0
					0
					0
					0

Signature



Date

11/5/2024

Evaluation Committee  
Texas Department of Agriculture  
Galveston TDA Grant Administration

RFP Scoring Criteria Matrix

Vendor Name	25% Qualitative	25% Capabilities and Capacities	25% Methodology	25% Price	Total Points Given
Grant Works	25	22	22	22	91 0
EZRA	20	17	17	10	64 0
					0
					0
					0

Elizabeth A Thomas  
Signature

November 5, 2024  
Date

Evaluation Committee  
 Texas Department of Agriculture  
 Galveston TDA Grant Administration

RFP Scoring Criteria Matrix

Vendor Name	25% Qualitative	25% Capabilities and Capacities	25% Methodology	25% Price	Total Points Given
Grantworks	25	15	15	15	70 0
Ezra	20	20	25	5	70 0
					0
					0
					0

Mary Pitts  
 Signature

11.05.2024  
 Date

Evaluation Committee  
 Texas Department of Agriculture  
 Galveston TDA Grant Administration

RFP Scoring Criteria Matrix

Vendor Name	25% Qualitative	25% Capabilities and Capacities	25% Methodology	25% Price	Total Points Given
GrantWorks	23	17	17	19	76 0
EZRA	18	17	21	8	64 0
					0
					0
					0

Elizabeth A Thomas, Chair  
 Signature

11/5/2024  
 Date

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GRANT PROGRAM 2025/2026 CDBG ADMINISTRATIVE SERVICES  
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.

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

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

**A. PURPOSE**

Galveston County is seeking grant administration service proposals from qualified companies for the **Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) 2025/2026 Community Development Fund program**. *This procurement is for grant administration services only* and a separate solicitations will be issued for any required professional engineering services.

It is Galveston County’s intent to contract with one (1) grant administration service provider to provide services specifically for the 2025/2026 Community Development Fund grant project(s). The contract period will coincide with the period of performance for the CDBG-Community Development Fund grant award(s) from the TDA.

Galveston County intends to award a single task contract for the TDA CDBG-2025/2026 Community Development Fund grant program that might include one (1) or more grant awards.

**B. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)  
52.202-1 Definitions.**

**Definitions (Nov 2013)**

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

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**C. PROCUREMENT TIMELINE:**

A timeline for this RFP and initial process is 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)	Tuesday, October 8, 2024
Advertise RFP (second date of publication)	Tuesday, October 15, 2024
Non-mandatory Pre-Proposal	Thursday, October 17, 2024 @ 10:00 AM
Deadline for Questions & Inquiries	Monday, October 21, 2024 by 5:00 PM
RFP Solicitation Deadline / Proposal Opening	Wednesday, October 30, 2024 at 2:00 PM

Interested parties may attend the Wednesday, October 30, 2024, 2:00 P.M. bid opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m31389afcd5d9d6a8981b541610fb9e26>

Join by meeting number  
Meeting number (access code): 2480 459 5850

Meeting password: 24-023 (240023 when dialing from a video system)

Tap to join from a mobile device (attendees only)  
+1-415-655-0001,,24804595850## US Toll

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

Join from a video system or application  
Dial 24804595850@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**D. PRE-PROPOSAL CONFERENCE:**

A non-mandatory pre-proposal conference will be held on **Thursday, October 17, 2024 @ 10:00 AM** virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=me2310434d3d9175041db5ea742c525f9>

Join by meeting number: Meeting number (access code): 2493 600 1788

Meeting password: 24-023 (240023 when dialing from a video system)



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**Tap to join from a mobile device (attendees only) +1-415-655-0001,,24936001788## US Toll  
Join by phone: +1-415-655-0001 US Toll (Global call-in numbers)**

**Join from a video system or application: Dial 24936001788@galvestoncountytexas.webex.com. You can  
also dial 173.243.2.68 and enter your meeting number.**

**E. SUBMISSION INSTRUCTIONS**

**Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed, however, Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at <https://galvestoncountytexas.bonfirehub.com/>.**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:

<https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration>

There is no cost to register as a vendor.

**INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY**

One (1) unbound single-sided original, and five (5) single-sided copies must be submitted no later than 2:00 PM CST, on Wednesday, October 30, 2024:

**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 submittals received after 2:00 PM CST on the specified date will be returned unopened.

Specifications may also 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 @ <https://www.galvestoncountytexas.gov/county-offices/purchasing>

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

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**F. BID/PROPOSAL GUARANTEE**

A bid bond is not a requirement of this solicitation request.

**G. PERFORMANCE AND PAYMENT BONDS**

Performance and Payment Bonds are not requirements of this solicitation request.

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

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

**I. DAVIS-BACON WAGE RATES**

Davis-Bacon Wage Rates are not requirements for this solicitation.

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

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 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 "TDA CDBG Program 2025/2026 CDBG Administrative Services RFP #24-023– 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.

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 Proposal Submission Date. The County, at its sole discretion, may not issue a response to a RFI 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. It is Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its

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proposal. All Proposers 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 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 addenda does not materially affect the Proposal and 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 in the procurement 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.

**K. PROGRAM ADMINISTRATION**

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Chief Financial Officer or his designated representative who for the purpose of this contract are:

**Elizabeth Thomas  
Grants Coordinator  
722 Moody, 3<sup>rd</sup> Floor  
Galveston, TX 77550**

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

**L. REQUIREMENTS OF REQUEST FOR PROPOSAL**

Respondent shall provide one (1) single-sided original and five (5) 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.

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**M. SCOPE OF SERVICES**

The professional administration/management firm/consultant to be hired is to provide contract-related management services to the County of Galveston including but not limited to the following areas:

- Project Management
- Financial Management
- Environmental Review
- Real Property Acquisition/ URA
- Construction Management
- Fair Housing/Equal Opportunity
- Housing rehabilitation/affordable housing (if applicable)
- Audit/Contract Close-out Assistance

**N. STATEMENT OF QUALIFICATIONS**

The County is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:

- Related experience in managing federally-funded local public works construction projects
- Related Experience / Background with specific project type
- Certified Administrator of TxCDBG Program by TDA
- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) [www.Sam.gov](http://www.Sam.gov) .

Proposers are to provide within your proposal, a list of referrals from past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the city/county on this project if your firm is awarded this management services contract

**O. PROPOSED COST OF SERVICES**

Proposers are to provide with their submittals, a cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the County will not use lowest/best bid as the sole basis for entering into this contract.

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**P. EVALUATION CRITERIA AND AWARD:**

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. In awarding the contract, the Evaluation Committee may take into consideration the proposer's skill, capacity, experience, support capabilities, previous work/safety record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors considered relevant.

The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on pages 6-7 of the General Provisions, Item 18, Award of Proposals – Evaluation Criteria and Factors.

**Tab 1 – Qualitive Experience – 30%**

- Evidence of company's ability to assist the County in the administration of one or more \$1 million grant projects. Proposal shall include a Statement of Qualifications relative to the requested services.
- Background with federally funded projects
- References from current/past clients. Please provide at least three (3) references to speak to your company's ability to:
  - Maintain programmatic reporting
  - Financial reporting and development of reimbursement requests
  - Developing grant adjustments and time extensions
  - Working with project engineering and construction vendors
- Please provide a statement of your company's history and past performance with large grant project administration specifically with federal related programs. Section should include experience in developing and/or implementing civil rights/equal opportunity/fair housing activities

**Tab 2 – Capabilities and Capacities to Perform – 25%**

- Evidence of company's ability to handle one or more large grant project administrations (>\$1 million).
- Demonstrated understanding of scope of the project
- Qualifications and experience of staff: Please provide profiles for each principal team member for proposed contract.
- Present and Projected Workloads

**Tab 3 – Methodology – 25%**

Company's plan to perform the proposed contract scope of work for grant administration services

Please provide a description of your company's proposal to successfully complete each scope of work activity listed below:

- Kick-off meeting with Galveston County
- Develop record keeping, reporting system
- Develop financial management system
- Assist County with procurement development for project vendors

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- Maintain grant program reporting and reimbursements
- Develop grant adjustments and time extensions
- Engineering and construction program oversight
- Grant close-out

**Tab 4 – Proposed Cost of Services – 20%**

Company's proposed fee structure for this contract. Please provide a proposed pricing sheet to include all positions who will work on the project as well as other proposed costs to be charged to the contract.

**Q. EXCEPTIONS:**

**Any exceptions to solicitation conditions should be listed on a separate sheet of paper, attached to submittal and submitted with packet at the specified date and time of proposal opening.**

**Galveston County is tax exempt and therefore taxes and license fees should not be added to any proposed bid or proposal prices.**

*End of Special Provisions*

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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 qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	Confirmed (X):
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	#1 _____ #2 _____ #3 _____ #4 _____
3. One (1) original, and four (4) copies	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
10. ATTACHMENT G - Information for Notice	_____
11. ATTACHMENT H - References	_____

Person to contact regarding this qualification: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

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

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

# GRANT ADMINISTRATION SERVICES

THIS AGREEMENT SHALL BE EFFECTIVE ON November 12, 2024, THE DATE ON WHICH THE CLIENT, GALVESTON COUNTY, hereinafter referred to as the Client, AWARDED GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, RFP 24-023 "Texas Department of Agriculture Community Development Block Grant Program 2025/2026 Community Development Fund Grant Administration Services" to carry out grant administration services, as procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services." The Request for Proposal, General Provisions, Special Provisions, all forms required to be submitted with the Proposer's Response, and Addenda, are all made a part of this agreement and collectively evidence and constitute the entire agreement.

## I. SCOPE OF BASIC SERVICES

Consultant agrees to render grant administration services for the Client's Texas Community Development Block Grant (Tx CDBG), Program Year 2025, Community Development Fund, (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

## II. TIME OF PERFORMANCE

The time of services for the Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder shall be completed no later than the grant's administrative closure date, as defined by the Department.

## III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a capped fee of no more than Fifty-three thousand, Two-Hundred and Fifty Dollars (\$53,250) in accordance with the following schedule. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

### Administration

#	Milestone Description	Budget %
1	Establish files, record keeping system, and accounting system. Complete Fair Housing, Equal Employment Opportunity, Section 504, and Civil Rights requirements and Labor Standards Officer appointment.	30%
2	Prepare Environmental Review Record, Coordinate Environmental Notices	20%
3	Complete Start of Construction Documents	20%
4	25% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc.	10%



5	75% of Grant funds Requested and Administration Activities to Date *Including but not limited to review of certified payrolls, employee interviews, reporting, and review/processing of draws, etc.	10%
6	Submit Project Completion Report and Administrative Closure	10%
	<b>Totals</b>	

**Environmental**

\*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

Client acknowledges and agrees that Consultant shall be entitled to submit progress invoices periodically and as deemed necessary by the Consultant, reflecting work completed, not to exceed in aggregate the fee service total, until the project's satisfactory completion. Client undertakes to make payment on each such invoice within the specified terms outlined in this agreement.

Consultant shall have the right to bill Client on a pro-rata basis as each identifiable grant Project Site achieves specified billing milestones outlined in the fee schedule. The billing for each Project Site shall be calculated proportionally based on the completion of the respective milestones. The Client agrees to make payments within the specified terms as stipulated in this agreement. The pro-rata billing approach applies independently to each Project Site and does not affect the overall billing for the entire project, which may continue as per other relevant provisions of this contract.

**IV. ADDITIONAL SERVICES**

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Ninety-Five Dollars and No Cents (\$95.00). Any additional services will be in the form of a Task Order agreed to by both parties in writing before any work may commence.
  1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
  2. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.
  3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
  4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
  6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
  7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the

normal course of business.

9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior written approval by Client.

## **V. CHANGES AND AMENDMENTS**

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

## **VI. ASSIGNABILITY**

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

## **VII. RECORDS AND AUDITS**

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

## **VIII. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the Grants Administration Manager will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking

systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

## **IX. TERMS AND CONDITIONS**

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.  
2201 Northland Drive  
Austin, TX 78756


Galveston County  
722 Moody Ave., 2<sup>nd</sup> Floor  
Galveston, TX 77550


By: Bruce J. Spitzengel  
Bruce J. Spitzengel, President

Digitally signed by Bruce  
J. Spitzengel  
Date: 2024.11.06  
14:12:29 -06'00'

By:   
Mark Henry, County Judge

Attest:

By:   
Dwight D. Sullivan, County Clerk



**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES  
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
6. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B), if the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

7. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
8. **CONFLICTS OF INTEREST**
  - A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
  - B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the Department and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the Department and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the Department and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.
9. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
10. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
  - A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - B. **Section 504 Rehabilitation Act of 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in

employment, under any program or activity receiving federal financial assistance.

- C. AGE DISCRIMINATION ACT OF 1975. The Consultant 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.
- D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
- i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
- i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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 Consultant 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.
  - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - iii. The Consultant will not discourage 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 Consultant's legal duty to furnish information.
  - iv. The Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - v. The Consultant will comply with all provisions of Executive Order 11246 of



September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - vii. In the event of the Consultant'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 Consultant 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.
  - viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
11. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.
- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
  - C. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
  - D. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

12. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.
  - A. The Consultant 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:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - iii. 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;
    - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    - v. 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
    - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
13. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).
14. 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. (2 CFR 200 Appendix II (B))
15. ENERGY EFFICIENCY. The Consultant shall 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 (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).
16. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2271, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through

the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with 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.

17. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, 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.
18. USE OF CLOUD-BASED CERTIFIED PAYROLL SOLUTION. Upon procurement of any prime construction contractor or subcontractor subject to Davis-Bacon certified payroll or other prevailing wage compliance requirements to perform work related to the Services described herein, the Client shall require and enforce the use of LCPtracker, a cloud-based SaaS solution, for any certified payroll tracking, construction site compliance, and workforce reporting. Access to LCPtracker will be furnished by the Consultant.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES  
PART III - SCOPE OF BASIC SERVICES**

Note: Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

A. General Administration

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG)  
- Project Implementation Manual (IM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture - Office of Rural Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Prepare and submit to Department Client's required Quarterly Progress Reports and Financial Interest Reports.
7. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
8. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.\*
9. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

B. Financial Management

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

C. Environmental Review\*

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

- D. Basic Acquisition Activities\*\*
1. Prepare required acquisition report(s).
  2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.
- E. Construction Phase Management - Force Account (if required) \*
1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out Texas CDBG contract activities.
  2. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
- F. Construction Phase Management—Bid/Contract Type (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
  2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
  3. Provide assistance to or act as local labor standards officer for this project.
  4. Furnish access to LCPtracker, a cloud-based SaaS solution, for certified payroll tracking, construction site compliance, and workforce reporting, if applicable.
  5. Select and verify wage rate with Department.
  6. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
  7. Make ten-day call to Department.
  8. Verify construction contractor and any subcontractors for eligibility.
  9. Submit start of construction documents to Department.
  10. Attend (conduct if necessary) pre-construction conference and prepare minutes.
  11. Review weekly payrolls and conduct compliance follow-ups.
  12. Submit any additional classifications to Department.
  13. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
  14. Request from engineer and upon receipt process and submit change orders to Department.
  15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
- G. Construction Phase Management—Housing Rehabilitation/On-Site Sewage Facility (if required)
1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity, minimum wage and overtime pay requirements
  2. Develop/edit Housing/OSSF Program Guidelines
  3. Coordinate with client personnel on guidelines, process/procedures
  4. Publicize and conduct program applicant in-take sessions
  5. Review program applications for eligibility
  6. Track then score/rank completed, eligible participant applications for Client approval
  7. Develop/coordinate applicant agreements
  8. Coordinate procurement of third-party experts as needed (lead paint, soil/site evaluator)
  9. Coordinate with local officials as needed (inspection, permitting)
  10. Develop bid packages

11. Verify construction contractor and any subcontractors for eligibility with Department
  12. Conduct pre-construction conferences
  13. Process and submit change orders to Client and Department
  14. Conduct (Housing) or coordinate (OSSF) required inspections
  15. Obtain final permit/inspection reports and submit to Department
- H. Service Line Replacement on Private Property (if required)
1. Assist Client in establishing local program guidelines.
  2. Prepare proposed guidelines for review by Client and Department.
  3. Prepare resolution for Client adopting local program guidelines.
- I. Equal Opportunity/Fair Housing
1. Maintain documentation of all project beneficiaries by ethnicity and gender.
  2. Prepare Section 3 and Affirmative Action Plan.
  3. Prepare all Section 504 requirements.
  4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet
- J. Audit/Close-out Procedures
1. Prepare the final Project Completion Report, including General Report, Beneficiary Report, Financial Interest Reports, documentation of fair housing activities, citizen participation and equal rights, and Certificate of Completion.
  2. Assist Client in responding to any monitoring and audit findings and resolving any third party claims.
  3. Provide auditor with Texas CDBG audit guidelines.

\*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

\*\*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.