

Title: Kleberg County Request for Proposals, for CDBG-MIT Project 22-085-031-D272

RE: Kleberg County Request for Proposals, for CDBG-MIT Project 22-085-031-D272
Archeological Firm

Dear Sir or Madam:

Kleberg County is seeking to enter into a professional services contract with a qualified firm to perform an archaeological assessment to assess the project area and conduct a survey if required. This service is for Kleberg County's CDBG-MIT 22-085-031-D272 grant. This project is made possible through U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation (CDBG-MIT) from the General Land Office for Flood and Drainage Improvements.

Please see attached request for proposal for information on the request, submission requirements, and submission instructions. Interested consultants shall submit three (3) paper copies of RFP response and supporting documentation to the County, which shall become the property of the County at the time of submission. **All submissions must be received at the address below prior to 2:00 PM local time on Thursday, December 15, 2022, in a sealed envelope labeled with the name of the RFP and the proposers name and address.** Responses must be submitted to: Kleberg County, Attn: Honorable Judge Rudy Madrid, P.O. Box 752, Kingsville, Texas 78364. For a full Request for Proposal contact Kleberg County Judge's Office at fgarcia@co.kleberg.tx.us and/or Kendra M. Busse Rocha at (512) 686-8445. Small, minority and women-owned businesses, labor surplus area businesses, and Section 3 businesses are encouraged to submit responses. Kleberg County is an equal opportunity employer. All questions and requests to review prior reports should be directed to kendra.busse.rocha@grantworks.net.



*Planning, Housing,
and Community
Development Service
for Texas Since 1979*

Kendra M. Busse Rocha
2201 Northland Dr.
Austin, Texas 78756
Kendra.busse.rocha@grantworks.net

Project Manager
Office (512) 420-0303
Cell (512) 686-8445
Fax (512) 420-0302

December 1, 2022

Re: Kleberg County - Request for Proposal (RFP) for CDBG-MIT Project 22-085-031-D272

Kleberg County has received a U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation (CDBG-MIT) from the General Land Office for Flood and Drainage Improvements. Kleberg County is seeking to enter into a professional services contract with a qualified firm to perform an archaeological assessment to assess the project area and conduct a survey, if required. This service is for Kleberg County's grant 22-085-031-D272.

PROJECT DESCRIPTION:

This Service is to facilitate the following:

Subrecipient shall replace storm sewer culverts, regrade roadside ditches, install outfall ditches with associated pavement repair and complete all associated appurtenances. Construction shall take place at the following locations, including mid-point coordinates for each segment.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
<i>Johnston Street Area Drainage Improvements</i>	At end of West Caesar Avenue by the Santa Gertrudis Memorial Cemetery entrance westward 2,500' to Escondido Creek following the creek bed southward 23,500' to intersection of North County Road 1030 and Escondido Creek at the bridge 27.493752, -97.880250	12,564 LF	201.00	2
<i>Kenedy Avenue Area Drainage Improvements</i>	At 2601 Kenedy Avenue eastward to the end of the avenue to the Tranquitas Creek, following the Tranquitas creek bed southward as the creek flows northeastward to intersection of San Fernando Creek and Tranquitas Creek which is 640' from the East Santa Gertrudis Street bridge 27.515582, -97.820812	15,400 LF	202.00 203.00 204.00 205.00	1,2,3,4,5 1,2,3,4,5 1,2,3,4,5,6 1,2,3,4
<i>Corral Avenue Area Drainage Improvements</i>	At 2201 North Highway 77, Kingsville, TX starting at San Fernando Creek and US Highway 77 Frontage Road bridge traveling southward down the creek bed 12,200' to intersection of San Fernando Creek and	25,835 LF	201.00 202.00 203.00 204.00 205.00	2 1,2,3,4,5 1,2,3,4,5 1,2,3,4,5,6 1,2,3,4

	Tranquitas Creek which is 640' past the East Santa Gertrudis Street bridge 27.533707, -97.815400			
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RFP SCOPE OF WORK:

Consultation with the Texas Historical Commission (THC) has indicated that one or more of the proposed sites for CDBG-MIT improvements are located in an area that will require an archeological survey that meets minimum standards posted at the THC website (www.thc.texas.gov). THC Correspondence indicating scope of work that should be included in the survey and report is included as a part of this packet.

Please see attached map and letters from the Texas Historical Commission. The proposed scope of work will be in cooperation with Kleberg County and the Texas Historical Commission to implement an archaeological survey for the project site(s). The work consists of preparing and submitting the survey and associated report to all relevant agencies. The County anticipates hiring a firm for this work in December. Work must begin within 30 calendar days from the notice to commence work.

INSURANCE REQUIREMENTS:

Prior to starting work, the selected firm must submit a Certificate of Insurance (COI) to the County for approval that meets or exceeds the insurance requirements as per "ATTACHMENT A: Insurance Requirements."

STATEMENT OF QUALIFICATIONS:

Kleberg County is seeking to contract with a competent archaeological assessment firm. Specifically, it is seeking those persons or firms with the following qualifications:

- Experience conducting archaeological reviews and surveys for infrastructure projects
- Experience coordinating with Texas Historical Commission
- Consultant/Firm is not debarred or suspended from working on federally assisted grant projects in the System for Award Management (SAM)
- Archeological investigations must be supervised by an archeologist who meets the U.S. Secretary of the Interior's Professional Qualification Standards for Archeology (48FR 22716 or 36 CFR Part 61); or meets the requirements for Principal Investigator defined in Title 3, Part II of the Texas Administrative Code, Chapter 26.

As such, please 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 County on this project if your firm is awarded this contract. Please include the following information in the proposal:

- Proposed method of survey
- Estimated time required to complete the work
- Proposed cost – Include a proposed cost by Scope of Work category of what you or your firm feels is appropriate for the survey. Note that proposed cost will be considered but is not the primary basis for the selection of a service provider.

- References may be contacted to confirm work performance (quality, timeliness, competence, etc.)

DEADLINE FOR SUBMISSION:

Proposals must be received no later than 2:00 pm CST Thursday, December 15, 2022. Proposals must be sealed and clearly marked on the outside with the name of the RFP and the proposers name and address. Please submit three copies of your proposal of services, statement of qualifications, and cost for the proposed services to: Kleberg County, Attn: Honorable Judge Rudy Madrid, P.O. Box 752, Kingsville, Texas 78364.

REQUESTS FOR CLARIFICATION

All requests for clarification (questions & inquires) regarding the RFP must be submitted in writing via email to Kendra.busse.rocha@grantworks.net no later than noon CST on Monday, December 5, 2022. An addendum addressing all requests for clarification will be posted on the County's website at <https://www.co.kleberg.tx.us/> by no later than noon CST on Thursday, December 8, 2022.

EVALUATION CRITERIA:

The proposals received will be evaluated and ranked according to the following criteria:

	<u>Maximum Points</u>
Criteria Experience	30
Capacity to Perform	40
Proposed Cost	<u>30</u>
Total:	100

SELECTION OF ARCHEOLOGICAL FIRM:

The County shall review all material submitted, and if required, schedule interviews with prospective firms in order to select the most qualified firm. The selected firm will sign a contract with terms and conditions that include requirements of the funding agency. Kleberg County is an Affirmative Action/Equal Opportunity Employer and reserves the rights to reject any and all proposals and to waive formalities in our selection. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. Adherence to Kleberg County Section 3 Policy is required for contracts and subcontracts.

Sincerely,



Kendra M. Busse Rocha
CD Project Manager
Grant Works, Inc.

ENCLOSURES:

- THC Communication Requesting Survey
- Project Maps
- THC Survey Standards
- Proposal Contents



Sean Martineau <sean.martineau@grantworks.net>

Section 106 Submission

1 message

noreply@thc.state.tx.us <noreply@thc.state.tx.us>

Tue, Nov 1, 2022 at 11:28 AM

To: sean.martineau@grantworks.net, reviews@thc.state.tx.us

**TEXAS HISTORICAL COMMISSION**
real places telling real stories

Re: Project Review under Section 106 of the National Historic Preservation Act and/or the Antiquities Code of Texas
THC Tracking #202301647

Date: 11/01/202222-085-031-D272 Flood and Drainage Facilities Project, Kleberg County
Kingsville Texas 78363
Kingsville, TX 78363

Description: Replacing storm sewer culverts, regrading creek ditches, installing outfall ditches with associated pavement repair, and complete all associated appurtenances. See letter attached.

Dear Sean Martineau:

Thank you for your submittal regarding the above-referenced project. This response represents the comments of the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission (THC), pursuant to review under Section 106 of the National Historic Preservation Act and the Antiquities Code of Texas.

The review staff, led by Emily McCuiston and Jonathan Moseley, has completed its review and has made the following determinations based on the information submitted for review:

Above-Ground Resources

- No historic properties are present or affected by the project as proposed. However, if historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area; work can continue where no historic properties are present. Please contact the THC's History Programs Division at 512-463-5853 to consult on further actions that may be necessary to protect historic properties.

Archeology Comments

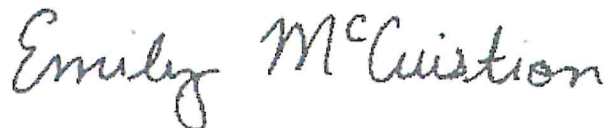
- An archeological survey is required. You may obtain lists of archeologists in Texas through the Council of Texas Archeologists and the Register of Professional Archaeologists. Please note that other qualified archeologists not included on these lists may be used. If this work will occur on land owned or controlled by a state agency or political subdivision of the state, a Texas Antiquities Permit must be obtained from this office prior to initiation of fieldwork. All fieldwork should meet the Archeological Survey Standards for Texas. A report of investigations is required and should be produced in conformance with the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation and submitted to this office for review. Reports for a Texas Antiquities Permit should also meet the Council of Texas Archeologists Guidelines for Cultural Resources Management Reports and the Texas Administrative Code. In addition, any buildings 45 years old or older that are located on or adjacent to the tract should be documented with photographs and included in the report. To facilitate review and make project information available through the Texas Archeological Sites Atlas, we appreciate the submittal of survey area shapefiles via the Shapefile tab on eTRAC concurrently with submission of the draft report. Please note that while appreciated for Federal projects this is required for projects conducted under a Texas Antiquities Permit. For questions on how to submit these, please visit our video training series at: <https://www.youtube.com/playlist?list=PLONbbv2pt4cog5t6mCqZVaEAx3d0MkgQC>

We have the following comments: Archeological survey is required for all project areas due to elevated potential for archeological sites in these areas.

We look forward to further consultation with your office and hope to maintain a partnership that will foster effective historic preservation. Thank you for your cooperation in this review process, and for your efforts to preserve the irreplaceable heritage of Texas. If the project changes, or if new historic properties are found, please contact the review staff. If you have any questions concerning our review or if we can be of further assistance, please email the following reviewers: Emily.McCuistion@thc.texas.gov , Jonathan.Moseley@thc.texas.gov.

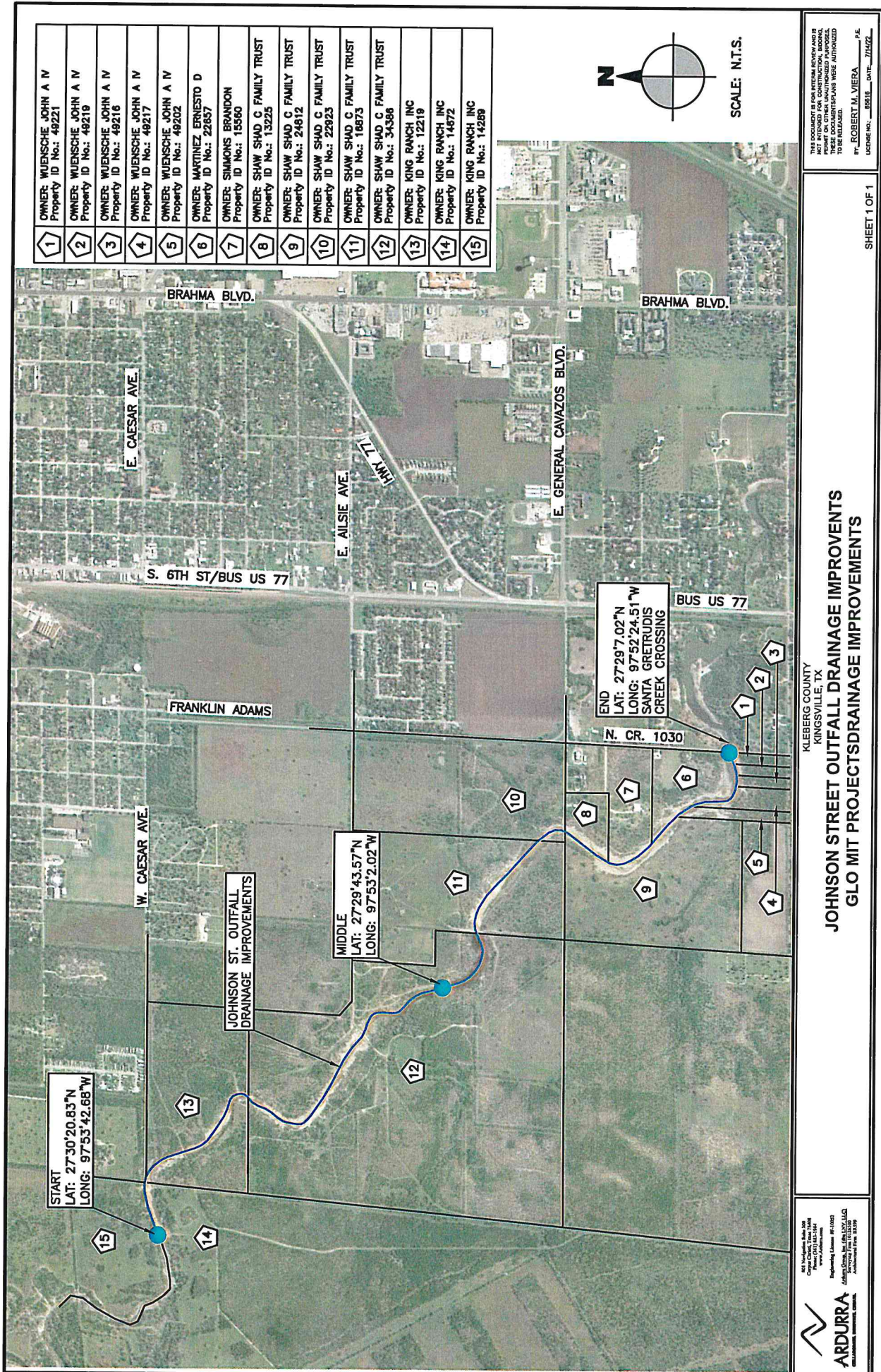
This response has been sent through the electronic THC review and compliance system (eTRAC). Submitting your project via eTRAC eliminates mailing delays and allows you to check the status of the review, receive an electronic response, and generate reports on your submissions. For more information, visit <http://thc.texas.gov/etrac-system>.

Sincerely,

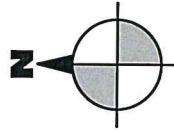
A handwritten signature in black ink that reads "Emily McCuistion". The signature is written in a cursive, flowing style.

for Mark Wolfe, State Historic Preservation Officer
Executive Director, Texas Historical Commission

Please do not respond to this email.



1	OWNER: WIJNSCHE, JOHN A IV Property ID No.: 49221
2	OWNER: WIJNSCHE, JOHN A IV Property ID No.: 49219
3	OWNER: WIJNSCHE, JOHN A IV Property ID No.: 49216
4	OWNER: WIJNSCHE, JOHN A IV Property ID No.: 49217
5	OWNER: WIJNSCHE, JOHN A IV Property ID No.: 49202
6	OWNER: MARTINEZ, ERNESTO D Property ID No.: 22857
7	OWNER: SIMMONS, BRANDON Property ID No.: 15560
8	OWNER: SHAW SHAD C FAMILY TRUST Property ID No.: 13225
9	OWNER: SHAW SHAD C FAMILY TRUST Property ID No.: 24612
10	OWNER: SHAW SHAD C FAMILY TRUST Property ID No.: 22823
11	OWNER: SHAW SHAD C FAMILY TRUST Property ID No.: 16873
12	OWNER: SHAW SHAD C FAMILY TRUST Property ID No.: 34386
13	OWNER: KING RANCH INC Property ID No.: 12219
14	OWNER: KING RANCH INC Property ID No.: 14672
15	OWNER: KING RANCH INC Property ID No.: 14289



SCALE: N.T.S.

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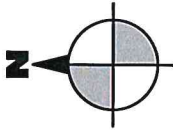
BY: ROBERT M. VIERA
LICENSE NO.: 85918 DATE: 7/14/22

SHEET 1 OF 1

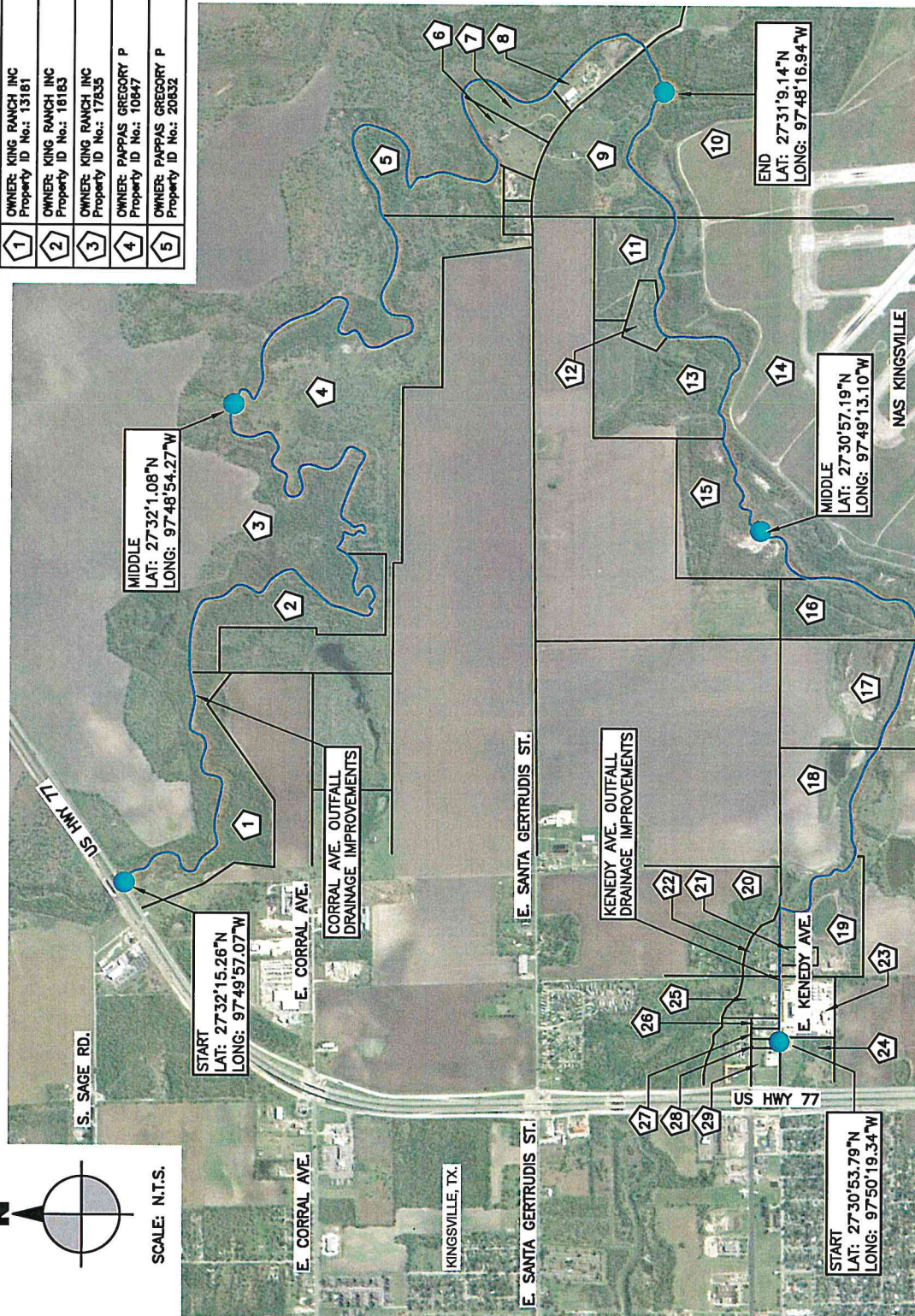
JOHNSON STREET OUTFALL DRAINAGE IMPROVEMENTS GLO MIT PROJECTS DRAINAGE IMPROVEMENTS

KLEBERG COUNTY
KINGSVILLE, TX

ARDURRA
Professional Engineering
Address: 1000 N. Loop West, Suite 100
Kingsville, TX 77603
Phone: (361) 571-1100
Fax: (361) 571-1101
www.ardurra.com



SCALE: N.T.S.



1	OWNER: KING RANCH INC Property ID No.: 13181	6	OWNER: AMAYA MIGUEL Property ID No.: 19859
2	OWNER: KING RANCH INC Property ID No.: 18183	7	OWNER: AMAYA MIGUEL Property ID No.: 20060
3	OWNER: KING RANCH INC Property ID No.: 17835	8	OWNER: SCHUBERT DAVID E Property ID No.: 14398
4	OWNER: PAPPAS GREGORY P Property ID No.: 10847	9	OWNER: CITY OF KINGSVILLE Property ID No.: 47134
5	OWNER: PAPPAS GREGORY P Property ID No.: 20832	10	OWNER: UNITED STATES OF AMERICA Property ID No.: 22800
		11	OWNER: LOPEZ HECTOR LAURO JR Property ID No.: 30852
		12	OWNER: CITY OF KINGSVILLE Property ID No.: 28227
		13	OWNER: UNITED STATES OF AMERICA Property ID No.: 28771
		14	OWNER: UNITED STATES OF AMERICA Property ID No.: 28986
		15	OWNER: UNITED STATES OF AMERICA Property ID No.: 15344
		16	OWNER: UNITED STATES OF AMERICA Property ID No.: 22474
		17	OWNER: YAKLIN GLENN Property ID No.: 21194
		18	OWNER: YAKLIN GLENN Property ID No.: 19632
		19	OWNER: HUBERT DONALD WAYNE Property ID No.: 4000467
		20	OWNER: CAMARILLO PEDRO EST Property ID No.: 20641
		21	OWNER: HAIN SHERRY MAE Property ID No.: 40041
		22	OWNER: CAMARILLO TIMOTHY Property ID No.: 17320
		23	OWNER: MCADA DRILLING FLUIDS INC Property ID No.: 21812
		24	OWNER: KLEBERG COUNTY Property ID No.: 20432
		25	OWNER: ORTA GABRIEL ISRAEL Property ID No.: 10841
		26	OWNER: YAKLIN EDDIE L Property ID No.: 18584
		27	OWNER: FERNANDEZ CARLOS Property ID No.: 23374
		28	OWNER: MITTAQ EDWIN ALLEN EST Property ID No.: 24825
		29	OWNER: AMERICAN LEGION POST 89 Property ID No.: 25536

CORRAL AVENUE OUTFALL DRAINAGE IMPROVEMENTS
GLO MIT PROJECTSDRAINAGE IMPROVEMENTS

KLEBERG COUNTY
KINGSVILLE, TX



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BY: ROBERT M. VIERA
LICENSE NO.: 65818 DATE: 7/14/22

TEXAS HISTORICAL COMMISSION

ARCHEOLOGICAL SURVEY STANDARDS FOR TEXAS

Archeological survey standards identify the minimum amount of work considered acceptable for intensive archeological surveys of 200 acres or less. These standards are not intended to limit additional work (i.e. more shovel tests or backhoe trenches) that may be deemed necessary to identify archeological sites on the basis of the Area of Potential Effect, anticipated impacts, or the likelihood of encountering significant cultural resources. Survey methodologies for project areas larger than 200 acres should be discussed with the Texas Historical Commission (THC) Archeology Division prior to implementing the survey.

1. Professional Qualifications: Archeological investigations must be supervised by an archeologist who meets the U.S. Secretary of the Interior's Professional Qualification Standards for Archeology (48FR 22716 or 36 CFR Part 61); or meets the requirements for Principal Investigator defined in Title 13, Part II of the Texas Administrative Code, Chapter 26.

2. Background Research: Archeologists must conduct a background literature search prior to field investigations. At a minimum this shall include searches of the Texas Historical Commission and the Texas Archeological Research Laboratory (TARL) records or the equivalent Texas Archeological Sites Atlas Database for previously recorded archeological sites and historic properties, and previous archeological work in the vicinity.

3. Submerged Archeological Sites: Projects crossing navigable state or federal waters may require an underwater survey.

4. Deeply Buried Cultural Deposits: Archeologists must assess the potential for deeply buried cultural deposits within the Area of Potential Effect prior to starting field investigations. At a minimum, this shall include a review of the USDA soil surveys and geologic maps. If there is a potential for deeply buried cultural deposits within the depth of impacts, deeper subsurface investigations (such as backhoe trenches, or other method acceptable to the THC) will be required.

5. Site Forms: Texas Archeological Site Data Forms must be completed for all archeological sites revisited or discovered during survey. These forms are submitted digitally through the TexSite database and a copy of the paper form is mailed to the Texas Archeological Research Laboratory, The University of Texas at Austin.

6. Survey Report: Archeologists are required to submit the results of their investigations in a report to the THC that follows the *Secretary of the Interior's Standards for Archeological Documentation* or the *Council of Texas Archeologists Guidelines for Cultural Resource Management Reports*. The THC normally will complete its review within 30 days. Comments from the THC must be addressed in the final report and **one** paper copy and **two** electronic copies (a tagged PDF) of the final report must be submitted to the THC. Note: one electronic copy with site information (a plotted map) and one without site information. In addition, 11 copies of the report without site information should be sent to university-based libraries and archeological research facilities around the state.

7. Curation: Archeological field notes, photographs and artifacts must be curated in accordance with the Council of Texas Archeologists guidelines.

TEXAS HISTORICAL COMMISSION

8. Fieldwork

MINIMUM SURVEY STANDARDS For Project Areas of 200 Acres or Less		
Transect Interval	Not greater than 30 meters	
Shovel Tests¹		
Project Areas	Size	Shovel test density
	0-2 acres	3 per acre
	>3-10 acres	2 per acre
	>11-100 acres	1 every 2 acres
	>101-200 acres	1 every 3 acres
Linear Projects	≤100' (30 m) wide corridor	16 per mile
Number of Shovel Tests required to define site boundaries²	minimum 6 – more for larger sites	
Average Rate of Survey (per person/per day)	Non-linear surveys: 15 acres	Linear surveys: 1-3 miles

¹Shovel tests are excavated in settings that have potential for buried cultural materials. They must be dug whenever there is less than 30 percent ground surface visibility, except on slopes greater than 20 percent. Shovel tests are 30 cm in diameter or on a side and are excavated to the bottom of Holocene deposits, if possible. They are dug in levels no thicker than 20 cm with sediments screened through ¼-inch mesh unless high clay or water content requires that they be troweled through.

²Sites with more than 30 percent ground surface visibility do not have to be defined by six shovel tests.

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
512/463-6096
www.thc.state.tx.us



**TEXAS
HISTORICAL
COMMISSION**

The State Agency for Historic Preservation

Table of Contents

***Bolded items need to be submitted with the proposal**

- Sample Contract (Part I, II, III, IV, V)
- **Vendor Information**
- **SAM Clearance**
- **Conflict of Interest Questionnaire**
- **Disclosure of Lobbying Activities**
- Instructions for Completing the Certificate of Interested Parties Form 1295
- Required Contract Provisions
- Liability Insurance
- Attachments A-D, included as separate documents
 - Attachment A: Assurances (Signed pages from Locality State Contract)
 - Assurances - Construction Programs (Form 424D)
 - Certification Regarding Lobbying Lower Tier Covered Transactions (Form CD-512)
 - Attachment B: General Affirmations
 - Attachment C: Nonexclusive List of Laws, Rules, and Regulations
 - Attachment D: Required Insurance and Form
 - Certificate of Liability Insurance with Locality as Holder and Contract No.

Rating Sheet

Grant Recipient: Kleberg County

Contract No. 22-085-031-D272

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Experience -- Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type	10	_____
3. References from current/past clients	10	_____
Subtotal, Experience	<u>30</u>	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications and Experience of Staff	10	_____
2. Present and Projected Workloads	10	_____
3. Quality of Proposal/Work Plan	10	_____
4. Demonstrated understanding of scope of work	10	_____
Subtotal, Capacity to Perform	<u>40</u>	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ _____		
B = Bidder's Proposal \$ _____		
A B X 30 equals Respondent's Score	<u>30</u>	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	
<input type="checkbox"/> Capacity to Perform	40	
<input type="checkbox"/> Proposed Cost	30	
Total Score	<u>100</u>	_____

Sample Contract

Archeological Services

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between Kleberg County hereinafter called the "County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____ in compliance with General Land Office professional services procurement procedures and applicable state procurement law.

WITNESSETH THAT:

WHEREAS, Kleberg County desires to complete the following: archeological services necessary for the environmental clearance of the Kleberg County Development Block Grant – Mitigation (hereinafter called "CDBG-MIT") Program administered by the General Land Office (hereinafter called "GLO"); and Whereas the County desires to engage a professional service provider to furnish the County with archeological services, Contract Number 22-085-031-D272.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services- The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence upon the signing of the contract. In any event, all of the services required and performed hereunder shall be completed no later than 120 days from Notice to Proceed.
3. Local Program Liaison - For purposes of this Contract, the Community Development Director or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
5. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the CDBG-MIT contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the County of Kleberg, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

- c. 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. 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 attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
7. Extent of Agreement
This Agreement, which includes Parts I-IV, and attachments A-E represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:

(Owner)

(Printed Name)

(Title)

BY:

(Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

The following scope of services describes Contractor's approach to the Phase I cultural resource survey of the proposed area of potential effect (APE) in Kleberg County, Texas. All work will be conducted in accordance with current specifications for conducting fieldwork and preparing cultural resource reports issued by the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for Texas.

Pre-Field Tasks: Upon award of the contract, CONTRACTOR will conduct a number of pre-field tasks. First, because the project area is owned by Kleberg County, which is a political subdivision of the state of Texas, CONTRACTOR will need to prepare an application for a Texas Antiquities Permit to be submitted to THC. The second task will be to conduct an 811 call to have all buried utilities within the survey area identified and marked to avoid the possibility of disturbing any utilities through excavations.

The final pre-field task will be a review of data on file with THC, historic mapping, and other pertinent historic documents for context development and the identification of the locations of potential historic resources within the project area. The results of this work will be summarized in the report of findings completed for this project.

Field Research: The field investigation will consist of an intensive survey of the proposed area following standard archaeological methods (i.e., pedestrian and shovel test survey), and will be performed according to the Archeological Survey Standards for Texas set forth by the THC. This requires pedestrian survey of the property on transects spaced no more than 30 m, supplemented by the excavation of screened shovel tests in areas with the potential for buried archaeological sites or that have limited surface visibility due to vegetation or other ground cover. The entire project area will be subjected to pedestrian survey and any areas of exposed ground will be visually inspected for evidence of archaeological materials and cultural soil horizons. Areas of relatively flat terrain will be tested for subsurface archaeological materials through the excavation of screened shovel tests measuring 30 x 30 cm. All archaeological sites discovered within the APE and all historic standing structures within the direct APE will be recorded following current THC specifications. It is CONTRACTOR's understanding that consideration of historic resources does not need to extend into an indirect, or visual, APE in this instance. All safety protocols defined for the project through CONTRACTOR's company safety protocol and OSHA safety standards will be met with all fieldwork.

Report and Collection Preparation: The results of the background research and field investigations will be documented in a detailed written report. Per the THC guidelines, the report will conform to the Guidelines for Cultural Resource Management Reports issued by the Council of Texas Archeologist, as well as for any other reviewing agencies. The report will describe all cultural resources located during the investigation and make recommendations for their treatment in relation to potential impacts. In addition, site survey forms will be prepared for each archaeological site recorded with this data submitted to the proper agency. The draft report will first be submitted to the client for review and CONTRACTOR will make any requested revisions. Following client review, and as per THC guidelines, CONTRACTOR will submit a copy of the report to THC and any other pertinent parties for their official review. Once all official review is completed, CONTRACTOR will make any necessary revisions to the report requested by the reviewing parties and provide the client with a copy of the final report. Per THC guidelines, CONTRACTOR will also provide THC one unbound, printed copy of the final report, a completed abstract form submitted via their online system, two copies of the tagged PDF report on CD (one with site location information and one without), and verification that any artifacts recovered and records produced during the investigation are curated at a suitable repository. Eleven printed copies

will also be furnished to university-based libraries and archaeological research facilities around the state, per the THC guidelines for permitted projects (i.e., those projects for which it was necessary to acquire a Texas Antiquities Permit). Also, per the requirements of the Texas Antiquities Permit, any collections (documents, photographs, and artifacts) produced as a result of the cultural resource investigations will be prepared for permanent curation at an appropriate curation facility according to the curation guidelines of that facility.

Note: This scope also covers any and all necessary research, permit coordination and submittal, pre-field preparation, field investigation, interim and draft reporting, agency review and comment response, curation/final report production associated with meeting all federal, state, and local requirements and codes that is not mentioned above for the preparation of the initial report.

PART III

PAYMENT SCHEDULE

The County shall reimburse (Contractor) for archeological services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Completion of project outlined in Part II scope	100%
Total	100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County.
County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution

procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/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 County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County 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 promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such 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.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
1. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
2. Copyright. 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 Contractor.
3. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

4. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MIT award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- 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-MIT award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

5. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor 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 Contractor. The Contractor 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."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. 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.

- b. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor 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 contractor's legal duty to furnish information.
- d. 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.
- e. The Contractor 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.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. 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.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground 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 funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor 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.
18. Age Discrimination Act of 1975. 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.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies 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 this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. 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 Agreement 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 Agreement 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 Agreement 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 Agreement. 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 subcontracts 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 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Contractors.

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:

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.

22. Patent Rights and Inventions -The Contractor 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).

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 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 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 (f), Rights to Inventions).

23. Energy Efficiency – The Contractor 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 (42 U.S.C. 6201).
24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's CDBG-MIT contract with GLO.
25. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
26. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Contractor 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.
27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, 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

Please provide with proposal submission.

VENDOR INFORMATION

Company Name: _____

Principal Full Name (If different than above): _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____

EIN: _____

Signature: _____

Please provide with proposal submission.

Insert proof of System for Award Management (SAM) record search. Include search for company name and company principal. See: 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Please provide with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.008(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		Date Received
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Please provide with proposal submission.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

Please provide with proposal submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	Report Type: a. Initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

To be completed by awarded vendor

Instructions for Completing the Certificate of Interested Parties Form 1295

Congratulations on being selected by City/County to perform archeological services on this project. Please note that effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the County may not award a contract unless the vendor submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City/County as prescribed by the Texas Ethics Commission.

This notification will serve as conditional acceptance of your proposal until the Disclosure Form is received.¹ The City/County must receive this prior to executing your contract but no later than 21 days after this notice. Please promptly submit the materials described below.

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of City/County
- (b) item 3 – the identification number, and
- (c) item 3 – description of the goods or services assigned to this contract by the City/County

You must: (i) complete the Disclosure Form electronically at the TEC's "electronic portal", and (ii) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:
<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Neither the City/County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

¹ A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____			
My address _____ (street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County State of _____, on the _____ day of _____ 20____ (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

To be completed by awarded vendor

**INSERT CERTIFICATE OF LIABILITY INSURANCE WITH
LOCALITY AS POLICY HOLDER HERE**