



Request for Qualifications RFQ 03-18-2026-E for Engineering Services - Cover Letter

March 18, 2026

Re: Engineering, Architectural and Surveying Services for Texas General Land Office (GLO) Texas Coastal Management Program (CMP) Grant Cycle 31 Contract No. 26-056-017-F417 Smith Harbor Boardwalk RFQ 03-18-2026-E

Dear Engineering Service Providers:

The City is seeking a professional firm(s) to provide engineering, comprehensive design, review, analysis, planning, surveys, studies, and other ancillary services necessary to implement projects under terms and conditions established by this RFQ and City of Port Lavaca. Respondent(s) chosen by the City for CMP Cycle 31 GLO - Contract # 26-056-017-F417 – Smith Harbor Boardwalk must have Professional Engineers, registered in the State of Texas, on staff and must have demonstrated experience in performing coastal engineering projects, including obtaining permits from the U.S. Army Corps of Engineers – Galveston District, for coastal engineering projects. Respondent(s) must demonstrate a coastal presence or substantial history of coastal work and services within the Texas Coastal Management Zone and the ability to perform the services listed within this RFQ.

The RFQ can be downloaded from the City's website, www.portlavaca.org under Finance- Bids & RFQ or by contacting Kateryna Thomas at ktoma@portlavaca.org

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. The complete submittal, consisting of **1 original and 3 copies and 1 full color PDF** (on a thumb drive), must be delivered in a sealed package clearly marked on the outside "**RFQ 03-18-2026-E – Engineering, Architectural and Surveying Services for Texas General Land Office (GLO) Texas Coastal Management Program (CMP) Grant Cycle 31 Contract No. 26-056-017-F417 Smith Harbor Boardwalk**" and addressed to

City of Port Lavaca

Attn: City Secretary

Mail to: 202 North Virginia St., Port Lavaca, Texas, 77979

Deliver to: 202 North Virginia St., Port Lavaca, Texas, 77979, City Secretary

The deadline for submission of SOQs is no later than **Thursday, April 2nd, 2026, at 4:00 pm**. It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Orange County reserves the right to negotiate with any and all service providers submitting timely SOQs.

City of Port Lavaca is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.

Sincerely,

A handwritten signature in black ink, appearing to be "Jody Weaver", written over a horizontal line.

Jody Weaver, PE
Interim City Manager

Engineering, Architectural and Surveying Services for Texas General Land Office (GLO) Texas Coastal Management Program (CMP) Grant Cycle 31 Contract No. 26-056-017-F417 Smith Harbor Boardwalk RFQ 03-18-2026-E

The City of Port Lavaca is seeking to enter into an engineering services contract with a state registered engineer. The following outlines this request for qualifications.

Project Description:

As part of the development of a comprehensive plan for the City of Port Lavaca (Grantee), the community identified the waterfront as being the City's greatest asset and opportunity. In 2023, the City adopted the Downtown Waterfront Master Plan which envisioned and provided conceptual plans to connect the shared use path in Bayfront Peninsula Park to the Smith Harbor Tract and to be enjoyed as a future recreational and conservation area. The project is needed to provide the public with free, safe, accessible access to the Downtown waterfront area of Lavaca Bay. The goal of the project is to promote accessibility, recreation, and foster environmental stewardship within the community.

The Grantee will use Coastal Management Program (CMP) Cycle 31 Gulf of Mexico Energy Security Act (GOMESA) funds to 1) solicit engineering services to complete environmental surveys, engineering and design, and construction administration, 2) solicit an invitation to bid to select a construction of an ADA compliant boardwalk, and 3) develop educational signage that will complement the existing marina infrastructure. This project will establish a safe, durable, and universally accessible pedestrian route that prominently highlights Port Lavaca's unique bayfront. This new asset will significantly expand public waterfront access for community use, increase tourism and community revitalization, and support various recreational activities.

1. Scope of Work

A sample detailed Scope of Work provided by GLO for Texas Coastal Management Program Grant Cycle 31 in Exhibit A engineering services is enclosed in this packet. The [engineering/architectural/surveying] contract will encompass all application and project related engineering services to the City of Port Lavaca under its Texas Coastal Management Program project(s), including but not limited to the following:

2. Statement of Qualifications - The City is seeking to contract with a competent engineering/architectural/surveying firm, registered to practice in the State of Texas.
 - Public works construction including but not limited to mitigation projects;
 - Federally funded construction projects; and
 - Projects located in this general region of the state
 - **Transmittal letter including:**
 - Brief statement of the firm's understanding of the scope of the work to be performed;
 - Confirmation that the firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas
 - Confirmation that the firm has not had a record of substandard work within the last five years;
 - Confirmation that the firm has not engaged in any unethical practices within the last five years;
 - Any other information that the firm feels appropriate to support their understanding;
 - **Company Profile**
 - **Experience and Qualifications.** Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ including the following:
 - Experience with public works construction including but not limited to mitigation projects;
 - Experience with federally funded construction projects;
 - A list of past local government clients, as well as resumes of all engineers/architects/surveyors that will or may be assigned to this project if you receive the engineering/architectural/surveying services contract award.

- **SAM.gov Registration.** Firms must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your Statement of Qualifications. **See next page.**
- **References.** Each firm must furnish a minimum of five (5) references.

3. Evaluation Criteria - The SOQ received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

4. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- **Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.**

5. Submission Requirements- the following documents must be included in your SOQ:

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's SOQ.
- **Form Conflict of Interest Questionnaire**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
- **Certification Regarding Lobbying- Disclosure of Lobbying Activities** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions** (enclosed). Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. – Small and minority businesses, women's business enterprises, and labor surplus area firms are **must** participate in

this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community. Email your RFP to the appropriate center.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>
Email: wbcdfw@liftfund.com

WBDA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. Deadline for Submission – SOQs must be received no later than **Thursday, April 2nd, 2026, at 4:00 pm.** It is the

responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. The complete submittal, consisting of **1 original and 3 copies and 1 full color PDF** (on a thumb drive), must be delivered in a sealed package clearly marked on the outside **“RFQ 03-18-2026-E – Engineering, Architectural and Surveying Services for Texas General Land Office (GLO) Texas Coastal Management Program (CMP) Grant Cycle 31 Contract No. 26-056-017-F417 Smith Harbor Boardwalk”** and addressed to:

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Proposals must be received by the City no later than Thursday, April 2nd, 2026, at 4:00 pm to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 3 business days prior to the deadline. County may, if appropriate, circulate the question and answer to all service providers submitted proposals.

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State Texas Coastal Management Program statutory responsibilities related to coast management. Providers will assist the GLO and grant recipients in the completion of qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions. **Detailed Scope of Services attached as Exhibit A.**

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of grant applications, including, but not limited to cost estimates, preparation of project justification, project maps and accurate project descriptions.
- b) Provide all project information necessary to ensure timely execution of the environmental review.
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.
- e) Perform subsurface explorations for project sites, as necessary.
- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right-of-way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.
- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h) Provide Phase I and Phase II environmental site assessments as requested.

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____

Program(s) Texas Coastal Management Program

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Qualifications (RFQ) 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. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed similar waterfront boardwalk-type projects	20	_____	
2. Has worked on federally funded construction projects	15	_____	
3. Has worked on projects that were located in this general region.	10	_____	
<p>Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)</p>			
4. Extent of experience in project construction management	15	_____	
Subtotal, Experience	60	_____	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
Total Score	100	_____

Insert Certificate of Insurance

Insert System for Award Management (SAM) record search for company name and company principal

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
 Signature of vendor doing business with the governmental entity

 Date

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

(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.

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

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 (RFQ) 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). Included prefixes, e.g., "RFQ-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

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, <i>if applicable</i> : _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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)	

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 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

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

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/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 TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and (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 (ii) the local governmental entity is considering entering into a contract with the vendor;	Chapter 176 of the Local Government Code

	<p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	
<p>>\$10,000</p>	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><i>Use the following language for contracts > \$ 10,000:</i></p> <p><u>Termination for Cause</u></p> <p>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 City/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 City/County, be turned over to the City / County and become the property of the City / 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.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/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.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
>\$50,000	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>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 TxCDBG 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. <i>[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.]</i> 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.</p>	2 CFR 200 APPENDIX II (A)
Option Contract Language for Procurement before Grant Funds Awarded	<p>Payment of the fees [described in ___ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.</p>	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
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<p>>\$10,000</p>	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “<u>federally assisted construction contract</u>” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>
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without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such

provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such

	<p>other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>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.</p> <p>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</p>	<p>24 CFR §135.38</p>

	<p>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.</p> <p>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.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and 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).</p>	
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EXHIBIT A

APPROVED WORK PLAN

Contract: 26-056-017-F417

Project Name: Smith Harbor Boardwalk (“Project”)

Grantee: City of Port Lavaca (“Grantee”)

Reporting Frequency: Monthly

Contact: JoAnna Weaver

Project Description:

As part of the development of a comprehensive plan for the City of Port Lavaca (Grantee), the community identified the waterfront as being the City’s greatest asset and opportunity. In 2023, the City adopted the Downtown Waterfront Master Plan which envisioned and provided conceptual plans to connect the shared use path in Bayfront Peninsula Park to the Smith Harbor Tract and to be enjoyed as a future recreational and conservation area. The project is needed to provide the public with free, safe, accessible access to the Downtown waterfront area of Lavaca Bay. The goal of the project is to promote accessibility, recreation, and foster environmental stewardship within the community.

The Grantee will use Coastal Management Program (CMP) Cycle 31 Gulf of Mexico Energy Security Act (GOMESA) funds to 1) solicit engineering services to complete environmental surveys, engineering and design, and construction administration, 2) solicit an invitation to bid to select a construction of an ADA compliant boardwalk, and 3) develop educational signage that will complement the existing marina infrastructure. This project will establish a safe, durable, and universally accessible pedestrian route that prominently highlights Port Lavaca's unique bayfront. This new asset will significantly expand public waterfront access for community use, increase tourism and community revitalization, and support various recreational activities.

Project Budget:

	GOMESA
Salaries	\$0.00
Fringe	\$0.00
Travel	\$0.00
Supplies	\$0.00
Equipment	\$0.00
Contractual	\$521,500.00
Other	\$0.00
Subtotal:	\$521,500.00
Indirect	\$0.00
Total:	\$521,500.00

Special Award Conditions:

1. Grantee must complete this Project as described in the Contract and Work Plan.
2. Grantee must ensure the CMP and GLO logos, including appropriate acknowledgment statement, are printed on education/outreach materials, signs, final reports and/or publications, and other applicable materials.
3. Grantee must coordinate and obtain written approval from the GLO prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this Project.
4. If cultural materials are encountered during construction or disturbance activities, the Grantee should cease work in the immediate area and contact the Texas Historical Commission's Archeology Division and GLO to consult on further actions that may be necessary to protect the cultural remains. The Grantee may continue construction in areas where no cultural materials are present.
5. If historic properties are encountered during construction activities, the Grantee should cease work in the immediate area and contact the Texas Historical Commission's History Programs Division and GLO to consult on further actions that may be necessary to protect the historic properties. The Grantee may continue construction in areas where no historic properties are present.

Task 1: Surveys & Engineering and Design

The Grantee will solicit engineering services through a Request for Qualifications (RFQ) in accordance with state and local standards and award a contract to the selected engineer ("Subcontractor 1"). Subcontractor 1 will coordinate detailed Topographic and Bathymetric Survey to accurately map the existing conditions, elevations, and water depths along the proposed alignment, which is critical for foundation planning. Following data analysis, the Project will move into Preliminary Engineering Design, where Subcontractor 1 will develop the initial alignment,

structural profile, and conceptual plans for the foundation system, superstructure, and decking, ensuring all elements comply with ADA standards and marine durability requirements. The next phase culminates in the Final Engineering Design, which involves producing complete structural calculation and Final Design Drawings (100% Set). Concurrently, Subcontractor 1 will prepare Bidding Documents, comprising comprehensive Technical Specifications and the Engineer's Opinion of Probable Cost for construction. To ensure regulatory compliance as a public facility in Texas, the Grantee will obtain TDLR (Texas Department of Licensing and Regulation) registration, a mandatory step to secure necessary permits before construction can commence. The Grantee has already obtained a Letter of Permission (LOP) from the US Army Corps of Engineers (USACE) (Permit No. SWG-2004-000743).

Task 1 Deliverables:

1. Copy of RFQ to select engineer (Subcontractor 1)
Due Date: 6/1/2026
2. Proof of Advertisement (Subcontractor 1)
Due Date: 6/1/2026
3. Proposal Scoring Tabulations (Subcontractor 1)
Due Date: 6/1/2026
4. Copy of executed engineering contract (Subcontractor 1)
Due Date: 6/1/2026
5. Topographic Survey
Due Date: 6/30/2026
6. Bathymetric Survey
Due Date: 7/30/2026
7. Preliminary Design (30%)
Due Date: 8/31/2026
8. Preliminary Design (60%)
Due Date: 9/31/2026
9. Final Design (100%)
Due Date: 10/31/2026
10. Preparation of Bidding Documents
Due Date: 12/31/2026
11. TDLR Registration
Due Date: 12/31/2026

Task 2: Bidding Phase

The Bidding Phase commences once the Final Design Drawings and comprehensive Technical Specifications are complete and the primary regulator approvals (such as those from the USACE and TDLR) are secured. The Grantee will work with the Engineer to prepare a Request for Proposal (RFP) and solicit for competitive bids to target and select a qualified contractor experienced in marine timber and composite decking projects within the Texas coastal environment ("Subcontractor 2"). The procurement process culminates with a recommendation for approval by the City Council and Port Commission, followed by the execution of contract documents and the formal signing of a construction contract, officially transitioning the project from design to construction readiness.

Task 2 Deliverables:

1. RFP to select a construction contractor (Subcontractor 2)
Due Date: 1/15/2027
2. Proof of Advertisement (Subcontractor 2)
Due Date: 2/28/2027
3. Bid Tabulation and Contractor Recommendation (Subcontractor 2)
Due Date: 3/3/2027
4. Port Commission Approval
Due Date: 3/31/2027
5. City Council Approval
Due Date: 4/30/2027
6. Executed Construction Contract (Subcontractor 2)
Due Date: 5/31/2027

Task 3: Construction & Signage Installation

The Grantee will issue a formal Notice to Proceed (NTP) and hold a comprehensive Pre-Construction Meeting. The Grantee will install temporary CMP signage at the site throughout the duration of construction and install permanent CMP signage at the project site following construction completion. The Construction Contractor subsequently mobilizes to the project site and commences construction of the boardwalk. The Grantee will also develop and install educational signage along the boardwalk.

Throughout this period, the Engineer will conduct construction oversight by making periodic site visits to ensure full adherence to the approved plans and technical specifications. The Engineer also reviews monthly payment requests, certifying the work completed before recommending payment. Following successful completion of construction, a Registered Accessibility Specialist will certify the project site facility to ensure compliance with the Texas Accessibility Standards (TAS).

Task 3 Deliverables:

1. Draft of conceptual interpretive signage layout
Due Date: 7/30/2027
2. Final interpretive signage layout
Due Date: 10/30/2027
3. Copy of pre-construction meeting notes & Notice to Proceed
Due Date: 6/30/2027
4. Photos of installed temporary CMP signage
Due Date: 6/30/2027
5. Before, During, and After construction photos of the boardwalk
Due Date: 4/30/2028
6. Photos of installed permanent CMP and interpretive signage
Due Date: 4/30/2028
7. As-built specifications
Due Date: 6/30/2028
8. TAS certification
Due Date: 6/30/2028

Task 4: Project Monitoring and Reporting

The Grantee will prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to CMPReceipts@GLO.TEXAS.GOV. Monthly progress reports are due to CMPReceipts@GLO.TEXAS.GOV on the 10th day of every month. Requests for reimbursement are to be submitted at the same time as the progress reports to CMPReceipts@GLO.TEXAS.GOV, as specified in the contract.

The Grantee will provide a final report describing work completed under each task, all data analysis and discussion, conclusions, and photos of outreach efforts. Grantee will also fill out and submit a GOMESA Performance Measures Report at the end of the Project.

Task 4 Deliverables:

1. Monthly progress reports and requests for reimbursement
Due Date: Monthly until 5/31/2029
2. Draft final report
Due Date: 5/1/2029
3. Final report
Due Date: 5/31/2029
4. GOMESA Performance Measures Report and final budget sheet
Due Date: 5/31/2029

Performance Evaluation:

CMP staff will conduct bi-annual performance evaluations of Grantees to examine project progress and adherence to the 3-year completion timeline. Evaluations will be conducted under the following terms.

- 6-Month Evaluation
 - Grantees that did not submit the initial progress report and reimbursement request and do not show progress toward establishing the framework of their project will be identified by the CMP project manager (PM).
- 1-Year Evaluation
 - If it appears the project is behind or is making insufficient progress, i.e. deliverables and reporting are late, the CMP PM will contact the Grantee via phone or email to revise deliverable due dates and determine a method for getting the project completed within the remaining 2-year timeframe.
- 1.5-Year Evaluation
 - If a project had late reporting or deliverables at the previous two (2) check points, they will be placed on a Performance Improvement Plan (PIP).
 - This will include more frequent check-ins with the CMP PM and a revised deliverable schedule with deliverables broken down into smaller subcomponents.
 - Reimbursement requests will be held for payment until the PIP is in place.
- 2-Year Evaluation
 - Projects not adhering to the PIP and not demonstrating significant efforts to correct compliance issues will be considered for termination and a Notice of Deficiency will be issued to the project's Authorizing Official.

- Grantees can request a one (1) time extension.
- Reimbursement requests will be withheld upon all outstanding documents are received.
- 2.5-Year Evaluation
 - Projects with PIPs will be closely examined to ensure the performance plan is being adhered to and the project is on track.
 - If the PIP has been significantly violated, the project may be terminated.
 - Reimbursement requests will be withheld upon all outstanding documents are received.
- 3-Year Evaluation
 - All projects must be complete. Incomplete projects may be terminated.