



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

Gustavo Jimenez
2201 Northland Dr.
Austin, Texas 78756
gustavo.jimenez@grantworks.net

Project Manager
Mobile (512) 337-9959
Fax (512) 420-0302

October 12, 2023

Re: City of Kingsville - Request for Proposal (RFP) for CDBG-MIT Project 22-085-009-D237

The City of Kingsville has received a U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation (CDBG-MIT) grant from the General Land Office for Flood and Drainage Improvements. The City of Kingsville 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 the City of Kingsville's grant 22-085-009-D237.

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
Fairview Drive	From intersection of West Fairview Drive and East Fairview Drive traveling southward on Fairview Drive to intersection of Fairview Drive and East Santa Gertrudis Street, turn eastward ending at 350' 27.523017, - 97.846736	675 LF	201.00 202.00 203.00	1,2 1,2,3,4,5 1,2,3,4,5
South 19th Street	From intersection of East Kenedy Avenue and North 19 th Street traveling northward on North 19 th Street to Tranquitas Creek 27.517285, - 97.848109	1,950 LF	204.00 205.00	1,2,3,4,5,6 1,2,3,4

East Caesar Avenue	From 100' west the intersection of East Caesar Avenue and South 18 th Street traveling eastward on East Caesar Avenue to intersection of South 24 th Street and East Caesar Avenue ending eastward at 100' 27.506759, - 97.845199	2,000 LF		
Brahma Boulevard	From intersection of South Brahma Boulevard and East Alexander Avenue traveling southward on South Brahma Boulevard to intersection of South 14 th Street and South Brahma Boulevard 27.490134, - 97.855931	9,350 LF		
East Caesar between South 15th Street and Hall Avenue	From 1124 East Caesar Avenue traveling eastward on East Caesar Avenue to intersection of South 18 th Street and East Caesar Avenue 27.506763, -97.851001	1,625 LF		
East Carlos Truan Boulevard	From intersection of East Carlos Truan Boulevard and South Virginia Drive traveling southeastward on East Carlos Truan Boulevard for 1,099' to a point of 200' northeast of Rio 7 Cinemas first driveway 27.500716, -97.845487	1,099 LF		
South 6th Street	From 120' north of intersection of Business 77 and South 6th Street traveling southward on Business 77/South 6 th Street to intersection of Business 77/South 6 th Street and Santa Gertrudis Creek 27.489532, - 97.867668	3,300 LF		
Alice Lane Cul-de-sac	At end of Alice Lane Cul-de-sac to detention pond 27.489953 - 97.841258	150 LF		
East Corral Avenue and Highway 77	From 1505 East Corral Avenue/Farm to Market Road 1898 which is Kings Crossing Apartments traveling east on East Corral Avenue to intersection of Highway 77 and East Corral Avenue, thence south along Highway 77 for 900' to south side of the Tranquitas Creek bed 27.527746, -97.841397	6,077 LF		
North Armstrong Street	From intersection of North Armstrong Street and West Corral Avenue traveling southward on North Armstrong Street to intersection of North Armstrong Street and West Santa Gertrudis Street 27.526608, - 97.878012	2,800 LF		
East King Avenue	From intersection of North 6th Street and East King Avenue traveling eastward on East King Avenue to intersection of North 14th Street and East King Avenue 27.515740, -97.861838	3,751 LF		
South 14th Street	From intersection of South 14th Street and East King Avenue traveling southward on South 14th Street to intersection of South 14th Street and East Caesar Avenue 27.511096, - 97.856133	3,230 LF		

West Johnston Avenue	From intersection of West Johnston Avenue and S. Armstrong Street traveling westward on West Johnston Avenue to 150' past intersection West Johnston Avenue and Palm 27.510497, - 97.881914	2,730 LF		
West Santa Gertrudis Street and Santa Elena Drive	From intersection of Santa Rosa Drive and West Santa Gertrudis Street traveling eastward on West Santa Gertrudis Street to intersection of Seale Street and West Santa Gertrudis Street 27.522569, - 97.889430	2,480 LF		

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 City of Kingsville 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 City anticipates hiring a firm for this work in November. 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 City for approval that meets or exceeds the insurance requirements as per "ATTACHMENT A: Insurance Requirements."

STATEMENT OF QUALIFICATIONS:

The City of Kingsville 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 City 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 believe is appropriate for the survey. Note that the 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 2:00pm CDT, Tuesday, October 31, 2023. 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: City of Kingsville, Attn: Rutilio “Rudy” Mora, Jr., P.E., 400 W. King Ave., Kingsville, Texas 78363.

REQUESTS FOR CLARIFICATION

All requests for clarification (questions & inquires) regarding the RFP must be submitted in writing via email to gustavo.jimenez@grantworks.net no later than 5:00pm CDT on Tuesday, October 17, 2023. An addendum addressing all requests for clarification will be posted on the City's website at <https://www.cityofkingsville.com/> by no later than 2:00pm CDT on Friday, October 20, 2023.

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 City 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. The City of Kingsville 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 the City of Kingsville Section 3 Policy is required for contracts and subcontracts.

Sincerely,



Gustavo Jimenez
CD Project Manager
GrantWorks, Inc.

ENCLOSURES:

- THC Communication Requesting Survey
- Project Maps

- THC Survey Standards
- Proposal Contents

Gustavo Jimenez

From: Ben Kleesattel
Sent: Friday, September 22, 2023 10:48 AM
To: Gustavo Jimenez
Subject: Fw: Kingsville D237

Hi Gustavo,

THC just sent an updated determination. Substantively it does not contain new information, just updates their request for an arch. survey to incorporate the additional information we sent them (verifying that it does not negate the requirement).

Thank You,

Ben Kleesattel | Senior Environmental Specialist | (512) 829-8884 | ben@grantworks.net
GrantWorks, Inc. | 2201 Northland Drive, Austin TX 78756 | www.grantworks.net

GrantWorks

BUILDING COMMUNITIES: HELP FOR TODAY, HOPE FOR TOMORROW.

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From: noreply@thc.state.tx.us <noreply@thc.state.tx.us>
Sent: Friday, September 22, 2023 10:45 AM
To: Ben Kleesattel <ben@grantworks.net>; reviews@thc.state.tx.us <reviews@thc.state.tx.us>
Subject: Kingsville D237



TEXAS HISTORICAL COMMISSION
real places telling real stories

Re: Project Review under Section 106 of the National Historic Preservation Act

THC Tracking #202313191

Date: 09/22/2023

Kingsville D237

Fairview, Caesar, Brahma, Carlos

Description: To provide supplement information about 6th Street portion of the project, to determine if an arch. survey is required.

Dear Ben Kleesattel:

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.

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

Above-Ground Resources

- Property/properties are eligible for listing or already listed in the National Register of Historic Places.
- No adverse effects on 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:

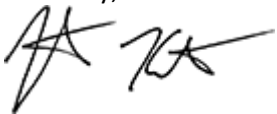
<https://www.youtube.com/playlist?list=PLONbbv2pt4cog5t6mCqZVaEAX3d0MkgQC>

We have the following comments: Thank you for the additional information. Due to the potential for impacts to site 41KL51, archeological survey is required for the 6th Street portion of the project. The THC History Programs Division, led by Justin Kockritz, has completed its review and notes that portions of the project are located within or adjacent to the King Ranch Historic District and/or the Kingsville Downtown Historic District, which are each listed in the National Register of Historic Places. However, the project as proposed will have no adverse effect on aboveground historic resources.

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: justin.kockritz@thc.texas.gov, Emily.McCuistion@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,



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

Please do not respond to this email.

From: noreply@thc.state.tx.us
Sent: Friday, July 7, 2023 3:57 PM
To: ben@grantworks.net; reviews@thc.state.tx.us
Subject: Kingsville D237



Re: Project Review under Section 106 of the National Historic Preservation Act

THC Tracking #202309353

Date: 07/07/2023

Kingsville D237

Fairview, Caesar, Brahma, Carlos

Kingsville, TX 78358

Description: Replace storm sewer culverts, regrade roadside ditches, install outfall ditch, all associated pavement repair, and complete all associated appurtenances.

Dear Ben Kleesattel:

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.

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

Above-Ground Resources

- Property/properties are eligible for listing or already listed in the National Register of Historic Places.
- No adverse effects on 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 the South 6th Street project area because the project occurs within archeological site 41KL51. No known site form exists for this site, though an artifact from the site may have been illustrated and reside as part of the Ronald Tate collection. The site was likely recorded before 1969. Survey should target the mapped site area vicinity, with the goal of identifying and recording the site within the APE. Survey is not requires for the other drainage facilities. The THC History Programs Division, led by Justin Kockritz, has completed its review and notes that portions of the project are located within or adjacent to the King Ranch Historic District and/or the Kingsville Downtown Historic District, which are each listed in the National Register of Historic Places. However, the project as proposed will have no adverse effect on aboveground historic resources.

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: justin.kockritz@thc.texas.gov, Emily.McCuistion@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>.

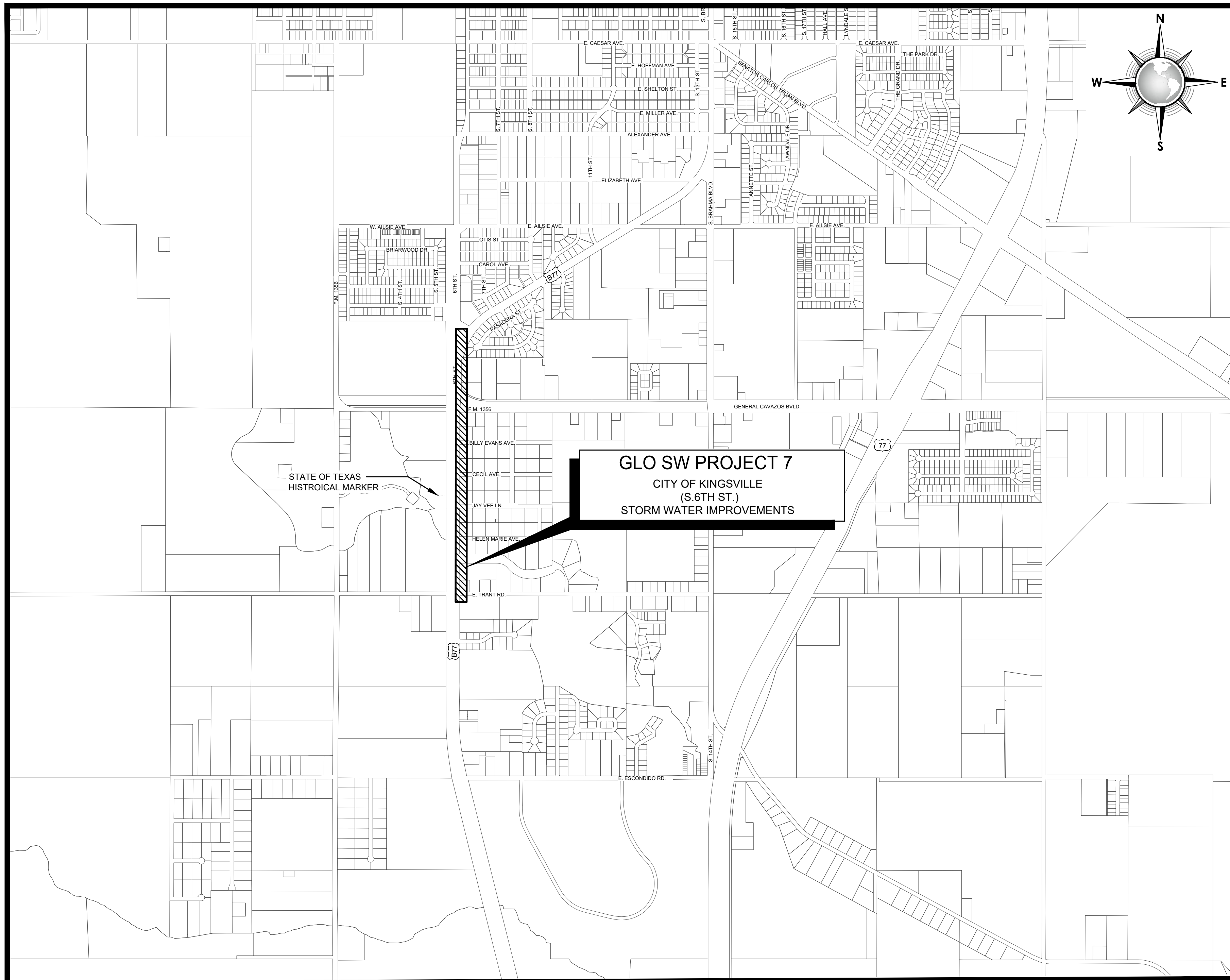
Sincerely,




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

Please do not respond to this email.

**CITY OF KINGSVILLE
GLO SW PROJECT 7
(S. 6TH ST.)
STORM WATER IMPROVEMENTS
KINGSVILLE, KLEBERG COUNTY, TEXAS
(CDBG-MIT GLO CONTRACT NO. 22-085-009-D237)**



1 LOCATION MAP
T1 | T1 SCALE: 1"=1000'


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 1-800-344-8377
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 GIVE 4 WORKING DAYS (M-F) NOTICE

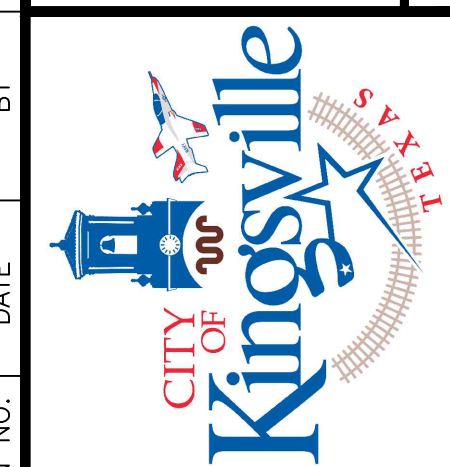
CITY OF KINGSVILLE

MAYOR.....SAM FUGATE
 MAYOR PRO TEM.....HECTOR HINOJOSA
 CITY COMMISSIONER.....EDNA LOPEZ
 CITY COMMISSIONER.....NORMA NELDA ALVAREZ
 CITY COMMISSIONER.....ANN MARIE TORRES
 CITY MANAGER.....MARK MCLAUGHLIN
 CITY ENGINEER.....RUTILIO "RUDY" MORA, JR., P.E., CFM

CONSULTANT'S SHEET
PROJECT NO. 21107-01B

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF REVIEW
UNDER THE AUTHORITY
OF JUAN CARLOS CARDENAS
P.E.# 99227
ON 7/21/23
IT IS NOT TO BE USED
FOR ANY OTHER
PURPOSE.


 INTERNATIONAL CONSULTING ENGINEERS
 261 SARATOGA BLVD.
 CORPUS CHRISTI, TX 78417
 PHONE: 361.826.5805
 FAX: 361.826.5806
 I.C.E. FIRM REGISTRATION #F-10837



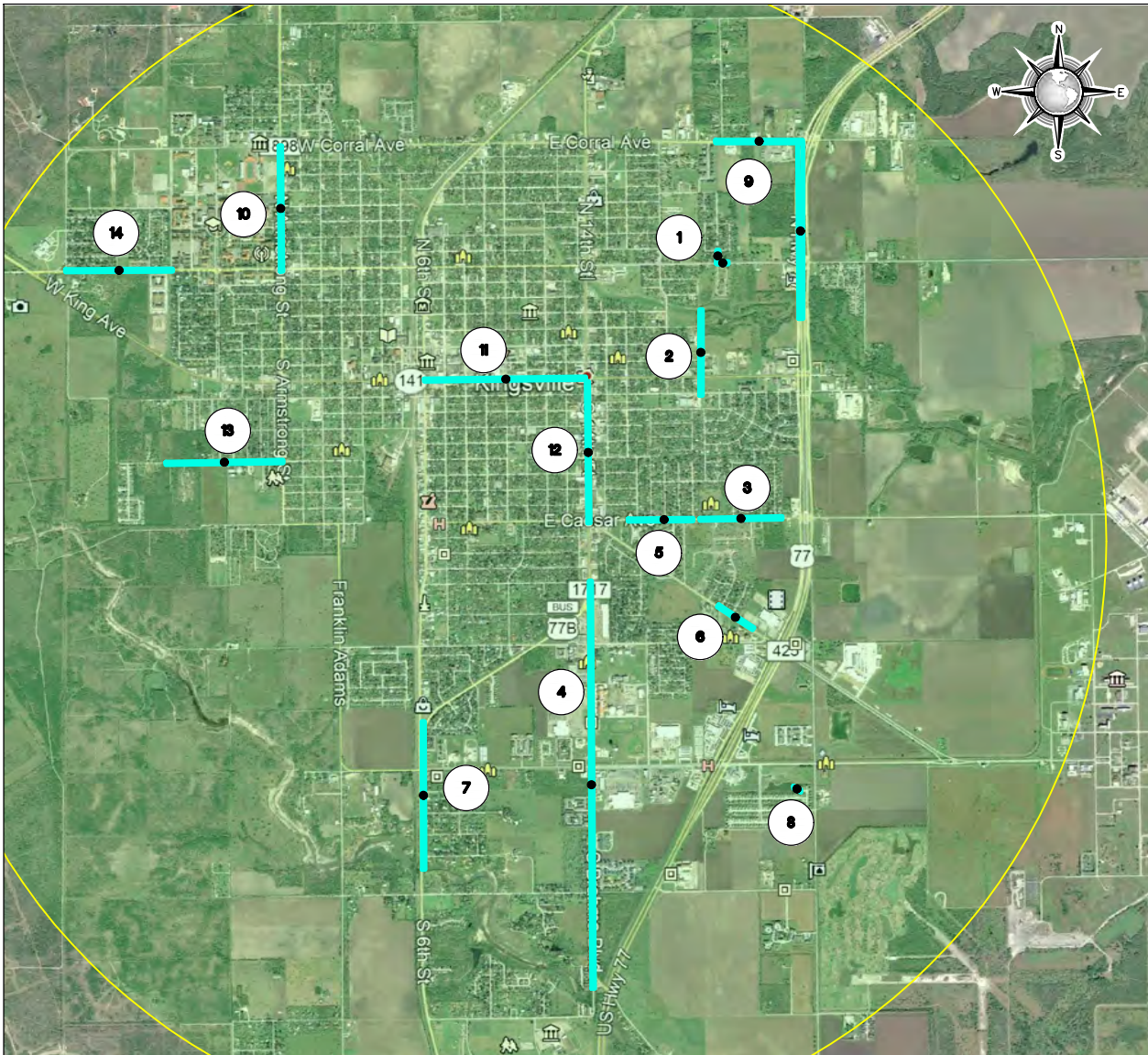
**CITY OF KINGSVILLE GLO SW PROJECT 7
(S. 6TH ST.) STORM WATER IMPROVEMENTS**
 KINGSVILLE, KLEBERG COUNTY, TEXAS

TITLE SHEET

DRAWING NO.
T1
 SHEET 1 of 40

LOCATIONS

1. 675' OF 36" RCP, 6 INLETS (\$1M)
2. 1,950' OF 7'X4' - 7'5" BOX CULVERTS (\$1.2M)
3. 2,000' OF 8'X6'-10'X6' BOX CULVERTS (\$2.4M)
4. 9,550' OF 10'X6' BOX CULVERTS (\$9.1M)
5. 1,600' OF 10'X7'-10'X9' BOX CULVERTS (\$2.4M)
6. 300' OF RCP, 6 INLETS (\$0.2M)
7. 3,300' OF 8'X4' BOX CULVERTS (\$2.4M)
8. 200' OF 24" RCP (\$0.2M)
9. 5,700' OF 9'X5'-10'X7' BOX CULVERTS (\$5.6M)
10. 360' OF 36" RCP INLET LATERALS, 15 INLETS (\$0.9M)
11. 1600' OF 36" RCP, 20 INLETS (\$1.6M)
12. 1600' OF 48" RCP, 20 INLETS (\$1.3M)
13. 1000' OF 18" RCP, 2 INLETS (\$0.6M)
14. 1850' OF 24" RCP, 20 INLETS (\$1.1M)



PROPOSED LEGEND

— PROPOSED IMPROVEMENTS

● MIDPOINT (SEE EXCEL SHEET FOR COORDINATES)

CITY OF KINGSVILLE
TEXAS CDBG - MIT PROJECT

NOT TO SCALE



ICE

INTERNATIONAL CONSULTING ENGINEERS
PHONE: 361.826.5805 261 SARATOGA BLVD.
FAX: 361.826.5806 CORPUS CHRISTI, TX 78417

T.B.P.E. FIRM REGISTRATION #F - 10837

COUNCIL OF TEXAS ARCHEOLOGISTS

Standards and Guidelines Committee

Intensive Terrestrial Survey Guidelines

March 30, 2020

I. INTRODUCTION AND PREAMBLE

The standards and guidelines contained herein were developed by the Council of Texas Archeologists (CTA) Standards and Guidelines Committee, additional subject-specific ad hoc sub-committees, and input from the CTA membership at large. The guidelines were initially approved by CTA membership on April 5, 2019 and the accepted version has been reviewed by the Texas Historical Commission (THC) Archeology Division. The current version includes their comments and suggested revisions. The guidelines below should be considered minimum acceptable standards for discovery level of investigations. The goal for these guidelines is to ensure any potential survey area has undergone adequate due diligence to identify the potential presence of archeological sites, presence/absence of cultural material has been fully assessed, boundaries for archeological sites have been accurately recorded and delineated, and that field data collection will be sufficient to support any findings from the survey level investigation. These guidelines will be revised and added to as additional techniques and methods for discovery of archeological sites become more prevalent and/or standardized.

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 (48 FR 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 Subchapter A, Rule §26.4.

II. NEAR SURFACE INTENSIVE SURVEY

These standards should be considered the minimum acceptable for terrestrial surveys less than 200 acres in size. Specific project circumstances may suggest variance from these standards; such conditions should be discussed with the THC Archeology Division prior to implementing the survey and should be clearly described and defended in the plan of work and the report of investigations. For project areas larger than 200 acres, survey methodologies should be discussed with the THC Archeology Division prior to implementing the survey.

1. Background Research

Archeologists must conduct background research prior to field investigations. At a minimum this shall include searches of the Texas Historical Commission and the Texas Archeological Research Laboratory records or the equivalent Texas Archeological Sites Atlas Database for previously recorded archeological sites and historic properties and for previous archeological work. A 1-km search radius works well in many locations, but this search distance can be increased as necessary to best provide a context for the proposed survey. The background research should also include pre-field review of historic maps and aerial imagery of the project area to identify locations of historic structures and features that should be investigated.

2. Survey Transect Interval

The maximum interval between transects should not be greater than 30 m.

3. Shovel Testing

Shovel tests (STs) are excavated in settings that have potential for shallowly buried cultural materials. STs are 30 cm in diameter or on a side and 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. STs are excavated to the lesser of:

- a) the bottom of Holocene deposits in depositional areas;
- b) subsoil in upland areas; or
- c) a minimum depth of 80 cm.

If the impacts from the proposed action/undertaking are anticipated to be deeper than 80 cm, then deeper mechanical investigations (see Deep Prospection Standards) or geophysical remote sensing may be warranted. Locations of all STs should be recorded regardless of whether cultural materials were recovered from the ST.

The following should be used to calculate the minimum number of shovel tests to excavate a project area. Site delineation shovel tests are excavated in addition to survey shovel tests and should not be used to satisfy the minimum number indicated below.

- a) Linear surveys.
 - i) Linear projects are defined as at least 10 times longer than they are wide and require at least one transect for every 30 m of width or fraction thereof. At least one ST is required per 100 linear meters (m) of each transect (equivalent to at least 16 ST per mile).
 - 1) For example, a project within a 150-foot-wide (46-m-wide) corridor that is one mile in length (1.61 kilometers) would require two survey transects with a minimum total of 32 STs.
 - ii) Divergence from strict transect lines and spacing is encouraged to investigate landforms, visible features, or other high probability areas and/or to avoid a surface restrictive feature (e.g., bedrock, creek, pavement) that prevents sub-surface exploration in an effort to redirect efforts to investigating landforms with a high potential to contain sites.

The overall shovel test density should remain in keeping with the overall project dimensions. Investigations should avoid relying solely on preset locations for shovel tests.

- b) Area (non-linear) surveys.
 - i) For projects less than 25 acres in area, at least 2 STs should be excavated per acre.
 - ii) For projects between 25 and 200 contiguous acres in size, at least 50 STs should be excavated for the first 25 acres plus at least one ST per every five acres over 25 acres.
 - 1) For example: a 30-acre survey would require a minimum of 51 STs; a 35-acre survey would require a minimum of 52 STs; a 199-acre survey would require a minimum of 85 STs.
 - iii) For project areas larger than 200 acres, survey methodologies should be discussed with the THC Archeology Division prior to implementing the survey. In some cases, a predictive model may be appropriate to stratify the project area into zones having different field tactics.

EXCEPTIONS TO STANDARD SHOVEL-TESTING GUIDELINES: Shovel testing should be conducted for all project areas; however, some locations may preclude or limit the usefulness of shovel tests. Some of these areas may include:

- a) upland or erosional settings with exposed bedrock;
- b) on slopes greater than 20 percent (ca. 11 degrees); and/or
- c) in settings with evidence of significant ground disturbance.

All such locations should be clearly delineated on maps, photo-documented, and discussed in the report. Ground surface visibility alone is not justification for excluding sub-surface investigations. All areas must be shovel-tested regardless of surface visibility unless multiple lines of evidence, including both desktop and field observations, can demonstrate no potential for buried deposits. A minimum of one ST must be excavated and photo-documented for each excluded area, regardless of surface visibility, to assess the potential for buried deposits where artifacts may not be visible on the surface and/or demonstrate the nature and extent of significant ground disturbance. Please note that the intent is not to reduce the level of effort (excavating fewer STs than prescribed for the project area), but rather to redistribute STs to areas where there is greater potential for buried cultural materials.

4. Defining Site and Isolated Find Boundaries

All project research designs or scopes of work should include a clear definition of what constitutes an archeological site and an isolated find. It is expected that any cultural materials identified during survey greater than 50 years of age would at least minimally be designated as an isolated find. When defining site boundaries, a combination of natural and cultural features, and archival documentation should be incorporated into site definition.

In consideration of site definitions, all artifact scatters should be delineated as sites through shovel testing and in-field observations. To delineate site boundaries in settings having the potential for shallowly buried cultural materials, positive STs should be excavated in a cruciform pattern at intervals no greater than 15 m until two negative STs are found in each direction or topographic limits (e.g., landform boundaries, streams) are reached. Site boundaries should be recorded from the location of the first negative ST, unless an additional ST between the first negative and last positive is conducted and is also negative. All surficially

discovered sites or isolated finds must be accompanied by ST investigations to verify whether additional sub-surface deposits are associated and site boundaries properly delineated. For larger sites, additional STs may be necessary to define boundaries beyond just the four cardinal directions.

5. Field Recording

The following paragraphs discuss specific guidelines pertaining to in-field photography and geospatial data collection.

PHOTOGRAPHY: The following discussion assumes all field images will be captured in a digital format. All field photographs should be captured with the subject in focus with a camera capable of at least 5 MP[1] images. Although most cameras natively capture images in a lossy JPG format, a lossless format, such as TIFF or RAW, is often required for curation and images should be captured in this format, if possible. The locations of all photographs should be captured either through a GPS or should be capable of being plotted on a 1:12,000 map.

- a) All archeological sites should be photographed from a minimum of two angles with as consistent of lighting as possible. Photographs of all cultural features and other representative natural features of interest should be captured for each site.
- b) Representative photographs of project area conditions should be captured for all projects.

GEOSPATIAL DATA: Survey corridor boundaries and locations of all subsurface excavations including STs should be recorded in the field. An accurate site map that can be easily referenced to a 1:24,000 scale quadrangle map is required for all recorded archeological sites. Required information on all maps includes locations of all STs, excavations, site overview photographs, individual artifacts or artifact clusters, cultural features, and relevant natural or other landscape (e.g., roads, buildings) features. GPS locations are often recorded in combination with or in place of pace/tape and compass mapping of sites and project areas. For field projects employing GPS as the only mapping technique, the GPS data should be recorded and reported with the instrument and field methods used to collect the data in order to provide an estimate for the data accuracy.

- a) Most baseline consumer-grade GPS units collect with a 3–5 m accuracy, while WAAS[2]-enabled units are capable of 1–3 m accuracy in the best conditions. Submeter-accurate GPS data should be collected on sites when recording point-provenienced artifacts and features, and these data should be reported along with error measurements.

In-Field Artifact Recording – It is strongly recommended that all artifacts from subsurface contexts and diagnostic surface artifacts be collected. However, if a diagnostic-only or no-collect policy is being implemented, the following minimum levels of documentation are required for the in-field documentation of artifacts:

- a) For both no-collect and collection strategies, quantities of artifacts or estimates of materials in surface scatters should be recorded for all sites and the locations of artifact concentrations plotted on site maps. Research designs and reports need to be clear on sampling methodology employed.
- b) For any limited or non-collection strategy, artifact field documentation should be sufficient to achieve the analysis proposed and discussed in the scope of work or research design and draft

report. Field documentation methodologies should allow for determining the appropriate regional, temporal, or stylistic elements for each of the documented artifact classes.

- c) Photography. For limited and no-collect surveys, all artifacts recovered from shovel tests or other sub-surface investigations should be photographically documented if they are not being collected. In addition, all uncollected diagnostic artifacts and a representative sample of non-diagnostic materials from the surface should be documented in the field. In addition to the standards for photography provided above, the following are specific to artifact documentation:
 - i) All images must include a scale, and preferably, include a color correction card.
 - ii) All sides of diagnostic artifacts must be photographed. For non-diagnostic artifact classes such as container glass, debitage, or burned rock, an image of all material recovered from subsurface tests and a representative sample of surface finds should be included. Photographs must be of sufficient resolution to permit minimal recording of diagnostic attributes (cf. color/width/form)
 - iii) With the exception of photos showing *in situ* artifact contexts, artifact images should be taken on a neutral background or background that effectively complements the artifact color to maximize identification.
 - iv) Images of all diagnostic artifacts and a representative sample of other artifacts must be included in the report or as an appendix. All artifact photos should be curated with the receiving repository.
- d) Additional Site Data. Data suitable for compilation and submission of state site survey forms or site revisits should be recorded as required by Chapter 26, Subchapter A, Rule §26.14f

6. Site Forms and Site Revisit Forms

Site forms and site boundary polygons should be submitted for all sites investigated. In addition, site revisit forms should be submitted for any previously recorded site location that is investigated, regardless of whether cultural deposits are encountered at the previously recorded location. If changes in the site boundary are recommended based on the current investigations, a revised site boundary polygon should also be submitted.

**NEAR-SURFACE INTENSIVE SURVEY
SUMMARY TABLE**

MINIMUM NEAR-SURFACE INTENSIVE SURVEY STANDARDS For Project Areas of 200 Acres or Less							
Transect Interval	Not greater than 30 meters						
<i>Linear Surveys</i>	<ul style="list-style-type: none"> • Must be more than 10 times longer than they are wide • Require one transect for every 30 m of width or fraction thereof • At least one ST is required per 100 linear meters on each transect (16 ST per mile) 						
<i>Area Surveys</i>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Size</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Shovel Test Density</u></th> </tr> </thead> <tbody> <tr> <td><25 acres</td> <td>2 per acre</td> </tr> <tr> <td>25–200 acres</td> <td>50 ST for the first 25 acres, plus 1 ST every 5 acres over 25 acres</td> </tr> </tbody> </table>	<u>Size</u>	<u>Shovel Test Density</u>	<25 acres	2 per acre	25–200 acres	50 ST for the first 25 acres, plus 1 ST every 5 acres over 25 acres
<u>Size</u>	<u>Shovel Test Density</u>						
<25 acres	2 per acre						
25–200 acres	50 ST for the first 25 acres, plus 1 ST every 5 acres over 25 acres						
Site Definition	<p>All projects require a clear definition of an archeological site to guide field survey</p> <p>All surficial and near-surface sites need to be investigated through shovel testing¹. Delineation shovel tests should be excavated in a cruciform pattern at 15 m intervals or less until two negatives are encountered in each direction or landform limits are reached.</p>						
Field Recording <i>Projects & Sites</i>	<ul style="list-style-type: none"> • Representative photographs of typical project area conditions required for all projects, including no finds surveys. • Archeological sites require photographs from different angles documenting site setting. • All cultural features and representative other natural features should be photographed • Locations of sites, sub-surface excavations, survey corridors, relevant features, and photograph locations need to be mapped through GPS or other means capable of referencing all data to 1:24,000 scale quadrangle maps 						
<i>Artifacts</i>	<ul style="list-style-type: none"> • Quantities or estimates of cultural material types in surface scatters must be recorded . • All diagnostic artifacts and representative non-diagnostic materials should be documented through photography. • All images must include a scale, and preferably, a color correction card. • All sides of artifacts should be photographed. 						

1. Shovel tests (STs) are excavated in settings that have potential for shallowly buried cultural materials. STs are 30 cm in diameter or on a side and 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. STs are excavated to the lesser of:

- a. The bottom of Holocene deposits in depositional areas;
- b. Subsoil in upland areas; or
- c. A minimum depth of 80 cm.

III. SURVEY LEVEL MECHANICAL PROSPECTION

This document is intended to establish minimum standards, and best practices where appropriate, for using mechanical equipment to locate and define the boundaries of buried archeological sites in a terrestrial setting. It includes standards for documentation, but is not intended as a standard for geoarcheological work. It is also not intended to guide the use of mechanical equipment to assess and investigate sites (beyond basic boundary definition during the identification phase). All such activity should be governed by a site-specific plan developed in consultation with the THC.

SAFETY: All mechanical excavation and documentation should be performed in a safe manner in full compliance with all applicable OSHA regulations.

DEPTH: All mechanical excavation should be continued to the lesser of:

- a) the project's vertical APE (Area of Potential Effect);
- b) bedrock;
- c) deposits that represent facies beneath which archeological potential is minimal, such as thick (50 cm+) channel gravels;
- d) deposits that substantially predate the Holocene; or
- e) to the maximum depth that can be reached by an appropriately scaled and powered machine (i.e., 4–5 m below ground surface for trenches; 1 m+ for auger tests).

All judgments regarding whether categories c) and d) are satisfied should be made by senior level personnel (e.g., a trained geoarcheologist or a Project Archeologist [PA] to PI level archeologist with experience in the region).

LOCATION: All mechanical units should be located using consumer-grade GPS (e.g., Magellan receivers, modern cell phone with specialized mapping app). Locations should use an explicit, consistent projection and datum.

Best Practices for location include:

- a) cross-checking GPS locations with aerial imagery;
- b) where possible, location should be recorded using GPS with sub-meter accuracy (e.g., Trimble) or survey equipment (e.g., Total Data Station) set at a known point;
- c) trench orientations/perimeters should be captured with multiple readings; and
- d) measurement error should be recorded and included in reporting.

1. Mechanical Augering

Machine-mounted power augers with a bore diameter of at least 8 inches (20 cm) may be substituted for shovel tests at a 1:1 ratio, provided that all of the spoil is screened to identify artifacts.

Hand augers and hand carried machine augers are useful for gauging sediment depth and identifying buried surfaces (paleosols), but in general are not considered reliable for assessing the presence of cultural material because of their small diameter. Therefore, hand augers and hand carried machine augers are not recommended as a substitute for shovel tests, particularly for determining that a site is not present. However, when machine access is not feasible for environmental reasons (e.g., in a wetland, in

dense hardwoods, on a floodplain segment surrounded by incised channels), hand augering with a 3-inch or 4-inch bucket auger at a 2:1 ratio to the recommended number of shovel tests (two augers per one shovel test) is considered a “reasonable and good faith” alternative.

Best Practices for Mechanical Augering include:

- a) use of a plywood sheet or heavy canvas tarp with a hole in it to sit around the auger and keep the spoil from falling into vegetation;
- b) use of extension bits to reach depths in excess of 1 m; and
- c) screen probe matrix with ¼-inch mesh for cultural materials.

2. Mechanical Trenching (backhoe, trackhoe, gradall, excavator)

While CTA recognizes that trenching is far more damaging to sites than shovel testing and that low impact methods such as remote sensing certainly have their place in archeological investigations, we believe that trenching is the only reliable method to determine whether a buried site is present below shovel test depths. Accordingly, we recommend that mechanical trenches should be used whenever shovel testing is inadequate to evaluate a given setting to the appropriate depth. Trenching is not recommended in lieu of shovel testing but should be employed when shovel tests alone do not reach required depths for a project.

While a trench provides a much better opportunity than a shovel test to identify buried cultural material at a given point on the landscape, individual trenches are not significantly better at providing areal coverage, and one trench cannot substitute for a large number of shovel tests. The same transect spacing should be used for trenching that is used for shovel tests, and trenches should be deployed at a ratio of 1:2 relative to the shovel test schedule in the survey standards. That said, the location of trenches should not be purely mechanistic. The investigator should adjust placement to accommodate terrain, vegetation, and modern cultural features. The density and placement of trenches for projects larger than 100 acres should be tailored to the area of interest by a trained geoarcheologist or a senior-level archeologist with experience in the region and negotiated in advance with THC. Trenches should be a minimum of 24 inches (60 cm) wide, at least 4 m long, and excavated to the appropriate depth, as specified above. Safety benches and access ramps should not be used to inflate the count of trenches for purposes of meeting this standard.

At minimum, trenches in loamy and clayey environments should be either:

- a) excavated by slowly peeling off thin (5 cm or less) subhorizontal layers under close monitoring using a smooth-bladed bucket, with subsequent hand cleaning and inspection of the walls and monitoring and inspection of spoil;
- b) excavated using a smooth-bladed or toothed bucket, with screening of at least one five-gallon bucket from every third excavator bucket load during excavation, and careful cleaning and inspection of the walls on completion; or
- c) excavated using a smooth-bladed or toothed bucket, with controlled hand excavation and screening of a contiguous column measuring at least 30 x 30 cm, and careful cleaning and inspection of the walls on completion. Because artifacts in sandy sediments are difficult to identify in trenches, sample screening (per approaches a or b above) is required for trenches in sandy environments. Minimum documentation standards for trenches should include a basic profile description and a high-quality color photograph of a well-cleaned profile column at least 1 m wide.

Best Practices for trenching include:

- a) use of a wide, smooth-bladed bucket during trenching;
- b) close monitoring and hand investigation of artifacts and features exposed in the floor as trenching occurs;
- c) excavation of a controlled column sample and screening of fill by depth;
- d) close, supervised cleaning of trench walls to identify archeological strata, which can be subtle in section;
- e) orientation of trenches so that profile photographs are uniformly lit;
- f) detailed description of profile using criteria of Schoeneberger et al. 2012 or similar
- g) opportunistic sampling of artifacts and datable materials; and
- h) staggering of trenches along adjacent transects.

3. Site Definition

Where practical, landforms and natural exposures should be employed to identify and constrain the boundaries of deeply-buried sites. Where sites are found at a depth greater than can be reached with shovel testing, a minimum of four trenches or mechanical auger tests should be used for site definition unless other criteria can be used to constrain site size. However, the need to define the boundary at depth should be balanced against disturbance to shallower components, and boundary definition may be deferred to the testing phase where warranted. Mechanical auger holes used for site definition should be substituted for shovel tests on a 1:1 basis.

4. Scraping (bulldozer, front end loader, maintainer/road grader)

While such equipment is often appropriate for prospecting for features (particularly burials) within the boundary of a known site, scraping is not endorsed as a method of site location. Any use of such equipment should be discussed in advance with THC.

References

Schoeneberger, P.J., D.A. Wysocki, E.C. Benham, and Soil Survey Staff
2012. Field book for describing and sampling soils, Version 3.0. Natural Resources Conservation Service, National Soil Survey Center, Lincoln, NE.

**SURVEY-LEVEL MECHANICAL PROSPECTION
SUMMARY TABLE**

MINIMUM DEEP PROSPECTION STANDARDS For Project Areas of 100 Acres or Less	
Depth	Excavation should continue to the lesser of: <ul style="list-style-type: none"> a) project's vertical APE b) bedrock c) deposits beneath which archeological potential is minimal (thick channel gravels, etc.)¹ d) deposits that substantially predate the Holocene¹ e) maximum depth that can be reached by appropriate machinery (4–5 m)
Equipment²	machine-mounted power auger, backhoe, trackhoe, gradall, excavator
Mechanical Augers³	<ul style="list-style-type: none"> • Minimum of 8-inch (20-cm) bore diameter • substituted for shovel tests at 1:1 ratio • All auger spoil should be screened to identify artifacts
Trenches⁴	<ul style="list-style-type: none"> • Minimum of 24 inches (60 cm) wide and 13 feet (4 m) long, excavated to appropriate depth, and benched according to safety concerns • Substituted for shovel tests at 1:2 ratio⁴ <ul style="list-style-type: none"> • Trenches should be excavated by peeling thin (5 cm) layers with a smooth-bladed bucket under close observation and subsequent cleaning of walls; <p style="text-align: center;">--or--</p> <ul style="list-style-type: none"> • at least one 5-gallon bucket from every 3rd excavator bucket load should be screened, with subsequent cleaning of walls <p style="text-align: center;">--or--</p> <ul style="list-style-type: none"> • controlled excavation and screening of a contiguous column measuring at least 30 x 30 cm

1. Judgments on trench placement should be made by senior-level personnel (e.g., trained geoarcheologist or PI-PA level archeologist with experience in the region) and justified in the report.
2. All deep excavation activities should comply with applicable laws governing workplace safety (OSHA).
3. Front-end loaders, road grader/maintainers, bulldozers, and other heavy equipment intended for blading large areas are not appropriate except in specific circumstances, and their use should be discussed with THC in advance. Hand augers with less than 8-inch bore diameter are generally not adequate for intensive survey due to insufficient sample size.
4. Where available, trenches should be excavated with a smooth-bladed bucket and trench walls should be cleaned and inspected. Reports should include a basic profile description and a high-quality color photograph of a well-cleaned profile column at least 1 m wide.

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: City of Kingsville
 Name of Respondent _____
 Evaluator's Name _____

Contract No. 22-085-009-D237
 Date of Rating _____

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	30	_____

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	40	_____

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	30	_____

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	100	_____

Sample Contract

Archeological Services

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the City of Kingsville hereinafter called the "City", 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, the City of Kingsville desires to complete the following: archeological services necessary for the environmental clearance of the City of Kingsville Community Development Block Grant – Mitigation (hereinafter called "CDBG-MIT") Program administered by the General Land Office (hereinafter called "GLO"); and Whereas the City desires to engage a professional service provider to furnish the City with archeological services, Contract Number 22-085-009-D237.

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 City 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 City 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 City 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:

BY:

(Owner)

(Contractor's Authorized Representative)

(Printed Name)

(Printed Name)

(Title)

(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 the City of Kingsville, 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 City 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 City 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, be turned over to the City and become the property of the City. 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 City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City 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 City.
The City may at any time and for any reason terminate Contractor's services and work at the City'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 the City. 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 the City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City 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 City.
- 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 City. 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 City thereto; Provided, however, that claims for money by the Contractor from the City 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 City.

7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City 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 City 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. The City 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 City.

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 City 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 City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MIT award between GLO and the City 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 City 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 City 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 City 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 City, 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 City's CDBG-MIT contract with GLO.
25. Retention of Records - The Contractor shall retain all required records for three years after the City 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
28. Firearms Non-Discrimination Act. In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the "Firearms Non-Discrimination Act"), Contractor hereby verifies that (a) neither we nor any of our affiliates that are included in the definition of "Company" contained in the Firearms Non-Discrimination Act (each, an "Affiliate") have a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither we nor any of our Affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meaning given in the Firearms Non-Discrimination Act.
29. Verification Not Boycott Energy Companies. Contractor represents that, to the extent the Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from your public funds and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, we hereby verify that we and our parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott

energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable you to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 809.001, 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		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<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 176.006(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 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		Date Received
1	Name of vendor who has a business relationship with local governmental entity.	
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.)	
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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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	<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).	
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.

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

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). Included 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

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**