REQUEST FOR QUALIFICATIONS (RFQ 25-007)

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR

21.9–ACRE MULTI-MODAL LAYDOWN YARD PROJECT (MARAD FY 2022 RAISE GRANT NO. 693JF72340015)

OCTOBER 2025

PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS

NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ 25-007)

PROFESSIONAL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR 21.9-ACRE MULTI-MODAL LAYDOWN YARD (MARAD FY 2022 RAISE GRANT)

The Port of Port Arthur Navigation District of Jefferson County, Texas ("POPA", "Port of Port Arthur" or "Port") is requesting qualification statements for professional engineering services for its 21.9-Acre Multi-Modal Laydown Yard Project (the "Project") at the Port of Port Arthur facilities. The firm will work directly with the Port's Director of Engineering.

The Port of Port Arthur has been awarded a grant from the U.S. Department of Transportation Maritime Administration ("MARAD") for the Project, consisting of the construction of a 21.9-acre paved laydown area, including demolition, site grading and stabilization, drainage, electrical, lighting, and fencing. The Port of Port Arthur is seeking to contract with a qualified engineering firm, licensed in the state of Texas, to prepare all preliminary and final design plans, specifications, bid, and construction documents and to conduct all necessary interim and final inspections. These services shall be performed in accordance with all local, State, and Federal laws, regulations, and executive orders applicable to this grant program.

Qualification statements will be accepted until **2:00 P.M. local prevailing time, on Wednesday, October 29, 2025** at the offices of the Port of Port Arthur, 221 Houston Avenue, Port Arthur, Texas 77640. Submissions via U.S. Mail should be addressed to Post Office Box 1428, Port Arthur, Texas 77641. Submissions via courier should be addressed to 221 Houston Avenue, Port Arthur, Texas 77640. Qualification statements received after the date and time noted above cannot be accepted and will be returned unopened.

A copy of the complete Request for Qualifications may be obtained from the Port of Port Arthur website at http://portpa.com, or by emailing a letter of interest which includes reference to the Request for Qualifications being requested; company name; mailing address; telephone number and email address of the contact person to:

Ed Long, PE
Director of Engineering
Port of Port Arthur
221 Houston Avenue
Post Office Box 1428
Port Arthur, Texas 77641
Telephone (409)983-2011
EMAIL: ed@portpa.com

The Port of Port Arthur reserves the right to reject any and all Qualification Statements and waive any formalities.

I. PURPOSE

The purpose and intent of this Request for Qualifications (RFQ) is to obtain professional engineering services, as necessary, for the engineering design and construction phase services related to the 21.9-Acre Multi-Modal Laydown Yard Project at the Port of Port Arthur. The Port of Port Arthur reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. The Port of Port Arthur is an Affirmative Action/Equal Opportunity Employer.

II. BACKGROUND

The Port of Port Arthur received a U.S. Department of Transportation Maritime Administration Grant under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program for the construction of a 21.9 acre paved laydown area (considering roller compacted concrete) which includes demolition of existing slabs, site drainage, site stabilization, electrical, lighting, and fencing located on property owned by the Port of Port Arthur. It is the intent of this advertisement and selection process to select and award a single professional services contract to one responder, deemed the most qualified to provide such services.

The Port will provide grant management services with the Maritime Administration (MARAD). This Project has already received environmental clearance.

III. SCOPE OF SERVICES.

A. All engineering services shall be performed in compliance with all local, State, and Federal laws, regulations, and executive orders as applicable and required by the U.S. Department of Transportation Maritime Administration grant provisions.

B. This Project is an "infrastructure project" and that iron, steel, manufactured products, and construction materials used in the Project are subject to the Buy America preferences in the award term which implements §70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), Office of Management and Budget (OMB) Memorandum M-24-02, "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure", and 2 C.F.R. part 184.

C. Offerors are required to show the ability to provide all the Engineering services described below. Offerors shall provide a detailed description of how they meet the requirements, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable. This Project will require design and coordination with the Texas Department of Licensing and Regulation (TDLR) for the accessibility for areas that involve sidewalks.

D. General Scope of Work

1. Project Area.

- The Project area is located in Port Arthur, Texas, and is bound by Ft.

Worth Avenue on the west, Austin Avenue on the east, Nederland Avenue on the north and 9th Street on the south comprising approximately 21.9 acres.

- The following rights of way bisect the Project area but are not included within the Project: Thomas Boulevard, 14th Street, Gulfway Drive (SH87), and 17th Street.
- The following structures are excluded from the Project area:
    1. The office building and warehouse located at the southeast corner of Ft Worth Avenue and Gulfway Drive (SH87) – Approximately 15,000 SF in size.
    2. The small structure on a raised slab located near the intersection of 13th Street and Austin Avenue – Approximately 1,200 SF in size.

2. Site grading, paving and drainage.
    - Perform topographic survey of the site and adjacent areas to locate all features including drainage, water, sanitary sewer, storm sewer, utilities, structures, and other features necessary for design.
    - Perform a geotechnical investigation to supplement existing data for the design of a treated subgrade and pavement section for the entire Project area.
    - Prepare a demolition plan for any aboveground structures or below ground structures buried up to a depth of approximately 18-inches that need to be removed during the Project, excluding the structures identified above. This Project area previously contained rail track and it is expected to be encountered on this Project as it has been encountered (buried) on adjacent projects.
    - Design and prepare construction plans for site grading and subgrade improvements for the proposed pavement.
    - Many areas of the site are currently stabilized with crushed limestone and other crushed stone. Consideration should be given for the re-use or a road-mixed treatment of this material, where feasible. Other areas do not have this aggregate base.
    - The current grading concept is to utilize a crowned pavement that will surface drain to the perimeter of the Project area where it will then be collected and discharged into the existing City of Port Arthur storm sewers.
    - Design the removal/replacement/construction of driveway aprons. Some existing driveways may be removed and replaced with new concrete curb and gutter (will be included in the design). Some new driveways may be added.

- Coordinate drainage improvements with Jefferson County Drainage District No. 7.

3. Site lighting & Fencing.

   - Perimeter site lighting is included in the Project. The electrical service to the light poles shall be underground. Additional spare conduit and pull boxes, specified by the Port, shall be installed for future security and cabling.
   - Light poles shall be mounted on concrete foundation with the concrete pole base extending 4 feet above final grade and shall be grounded at each pole.
   - Lighting and site electric shall be controlled from a single electrical rack or as recommended by the electrical engineer and approved by the Port.
   - Fencing: The completed Project shall be surrounded by an 8 ft. tall, galvanized chain link fence with 3 strands of barbed wire on top. Vehicle and pedestrian gates shall be included in the fencing.

4. Utilities

   - Assist Port in its coordination with any franchised utilities to remove and/or relocate overhead utilities to an underground location if located within the Project area and needs to be adjusted.

E. Preliminary Engineering and Design Support

Offerors will be required to show their ability to provide all the Preliminary Engineering services described below.

1. Provide preliminary engineering, investigations, investigations, and drawings to sufficient to achieve the preliminary design milestone, including at a minimum:
   - Schedules for design, permitting, procurement & construction
   - Project layout/staging areas
   - Cross sections / elevations
   - General notes
   - Special notes
   - Design details
   - Specifications
   - Utility relocation designs
   - Required permits
   - Quantities
   - Estimate of construction costs +/- 25%
2. Design Surveying, topographic and utility mapping. The Port can furnish

surveys from the original purchase of the tracts. These surveys are from 2019 and newer but are not topographic surveys.

3. Perform subsurface explorations (ie: geotechnical) for Project site, as necessary.

4. Prepare horizontal alignments/layouts for proposed Project features. Layouts shall contain vertical control.

5. Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce Project costs.

6. Identify, acquire and submit all necessary permits and approvals required for design approval and construction, including coordination of the drainage with Jefferson County Drainage District No. 7.

7. Identify and address potential obstacles to the Project implementation (ie: pipelines, easements, permitting, etc) prior to moving forward with the final design.

F. Engineering and Final Design Support

Offerors will be required to show their ability to provide all the Engineering services described below as they relate to final design support.

1. Prepare plans and specifications, including necessary design information sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

- Items listed in paragraph 3.D, above,
- Estimate of construction costs to within 10%
- Identify and assist the Port in acquiring all permits (permit applications to be prepared by consultant) and approvals
- Provide hardcopy, if necessary, plan drawings and bid documents upon design completion, and as requested during the design phase. Electronic copies shall be in the native format (AutoCAD dwg) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

G. Bid and Award Support

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

1. Prepare a complete bid package for competitive bidding. The Port will provide the Notice to Bidders, Construction Agreement, forms for bonds, EJCDC C-700 Standard General Conditions of the Construction Contract, Insurance Requirements, and required certificates required by state and Federal regulations. The consultant will be responsible for providing supplementary conditions, bid schedules, instructions to bidder, specifications and other project related items necessary for the bid

documents.

2. Port will coordinate the public notice for the bid solicitation.
3. Consultant will support the development and issuance of bid-related documents necessary to complete the bid process (e.g. addenda and supporting documentation).
4. Attend and support the Port at a mandatory pre-bid conference and at the bid opening.
5. Prepare a complete bid tabulation and evaluation of bids, perform reference checks of the apparent low bidder(s) and provide a recommendation for award.
6. Assist the Port in conducting a preconstruction conference.

H. Contract Management and Construction Oversight

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

1. Ensure delivery of the Project in accordance with the contract.
2. Provide ongoing Construction Oversight Reports detailing status of construction.
3. Review all submittals to ensure compliance with the construction contract documents and provide recommendations to the Port.
4. Review all monthly progress payments by the contractor, confirm work completed, materials on hand, and provide recommendations to the Port.
5. Provide periodic and final inspections as required by the Port.
6. Coordinate the Port's third-party quality control testing services (ie: concrete testing, densities, etc.).
7. Provide on-site oversight of construction activities at a minimum of twice weekly, and as necessary to confirm contractor compliance with plans & specifications and at other times as may be deemed necessary by the Port.
8. Review construction Change Orders and provide written recommendations to Port as to appropriate action.
9. Review and respond to Requests for Information.
10. Attend Project coordination meetings during the course of construction.
11. Support Port with issue identification and claims resolution, if necessary.
12. Perform other contract management and construction oversight duties as required to ensure success of the Project.
13. Develop and issue a substantial completion punch list.
14. Coordinate final TDLR inspection of the facility.

15. Develop a final "as-built" report of quantities, drawings and specifications.

16. Prepare and issue an Engineer's Certificate of Construction Completion.

IV. SCHEDULE.

The following is the proposed schedule for this Project:

Issue Request for Qualifications: .....October 1, 2025

Receive Design Engineer Qualifications: .....October 29, 2025 (2:00 PM Local Time)

Review Firm Qualifications and Rank:.....October 30 – Nov. 7, 2025

Select Firm for Negotiation: .....November 12, 2025

Award Design Contract and issue NTP: .....December 17, 2025

30% Plan submittal: .....February 28, 2026

60% Plan submittal: .....April 10, 2026

90% Plan submittal: .....May 22, 2026

Final Design Complete: .....June 19, 2026

Begin Construction: .....August 24, 2026

Construction Completion:.....September 30, 2027

V. SERVICES PROVIDED BY PORT OF PORT ARTHUR.

The Port will provide (1) Record drawings, surveys and reports of the Project area; (2) Contract documents previously described in this RFQ; and (3) access to the Port property.

VI. QUALIFICATION STATEMENT REQUIREMENTS.

A. Qualification Statements shall be signed by an authorized representative of Offeror. Qualification Statements shall be prepared simply and economically, providing straight-forward, concise description of the engineering firm's capabilities to satisfy the requirements of the RFQ.

B. Qualification Statements shall be single spaced, using a font size not less than 12pt and limited to a total of twenty (20) one-sided pages. Emphasis should be on completeness and clarity. Resumes and dividers do not count toward the page count.

C. One (1) manually signed original, four (4) copies, and one (1) electronic copy in PDF format of the Qualification Statements shall be submitted to the Port. Each copy of the submittal shall be bound in a single volume where practical. All documentation submitted with the Qualification Statements shall be bound in that single volume. Elaborate brochures and other representations, beyond which are sufficient to present complete and effective Qualification Statements, are neither required nor desired.

D. The following is the minimum to be considered a complete submittal. The format required for the Qualification Statements to be considered is to be presented and

submitted with **TABS AS NOTED BELOW**:

1. **General and Background Information:** Provide the following:
   a. Firm's legal name, address, Texas Registered Engineering Firm Number, location of office that would be performing services, date of firm formation, and contact information for key personnel.
   b. A summary of any litigation, claim(s), or contract disputes filed by or against Offeror in the past five (5) years which is related to the services that Offeror provides in the regular course of business.
   c. A statement of conflicts (if any) the proposing entity or key personnel may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
2. **Expertise and Experience**: Describe the overall expertise and experience of the engineering firm relative to the scope of services contained in this RFQ, including, but not limited to, public works construction, Federally funded construction projects, and project construction management experience. Qualifications shall address the following design elements at a minimum:
   a. Site paving
   b. Drainage
   c. Roller compacted concrete
   d. Electrical design
   e. Architectural barriers
3. **Project Approach/Performance**: Provide a Project approach describing how the design team will meet the overall objectives of the Port, provide a quality project, coordinate with the local agencies and drainage district and meet the schedule as described above. Submit a proposed schedule showing conformance to the Project schedule and identify any tasks that could affect the schedule.
4. **Design Team**: Identify and provide a statement of qualifications of the principal, project manager and significant project team members and any subconsultants who will be assigned to the project for actual "hands on" work and specifically for the design elements listed above. Provide resumes for each significant project team member. Provide a list of projects jointly designed by the prime engineering firm and any proposed subconsultants, if any, for the past five (5) years.
5. **References**: Provide references for similar type work as that which is requested in this RFQ. This section should include recent project information of similar type work completed by Offeror along with the name and telephone number of the point of contact for each project. A minimum of five (5) similar projects and references shall be provided.

6. **Professional Liability Insurance:** The engineering firm shall at all times while this Agreement remains in effect maintain insurance as set forth in Exhibit A, attached hereto, and incorporated herein for all purposes. The amount of insurance shall remain in effect throughout the period of responsibility of the Project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between the Port and Offeror.

VII. EVALUATION AND AWARD OF CONTRACTS.

A. Evaluation Criteria. Qualifications shall be evaluated by the Port and ranked using the following criteria:

1.	General and Background Information:	5 points
2.	Expertise and Experience	35 points
3.	Project Approach/Performance	25 points
4.	Design Team	25 points
5.	References	10 points
	Total	**100 points**

B. **AWARD OF CONTRACT.**

1. This RFQ provides information necessary to prepare and submit a Statement of Qualifications (SOQ) for consideration and ranking by the Port of Port Arthur using the evaluation criteria described above. The Port will rank the responses in order of the most qualified, based on demonstrated competence and qualifications to perform the services, and then make a determination as to whether or not an informal meeting will be required of the top ranking firms. If necessary, the Port may engage in individual discussions and interviews with two or more Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses, and with professional competence to provide the required services. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract.

2. Proprietary information for competing Offerors shall not be disclosed to the public or to competitors. The Offeror must, with specificity, identify those portions of its Qualification Statements which are “proprietary”. Offerors may not designate their entire Qualification Statement “proprietary” and any attempt to do so may result in rejection of same.

3. At the conclusion of the review of the Qualification Statements received, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed

maximum. If a contract is deemed satisfactory and advantageous to the Port and can be negotiated at a fair and reasonable fee, the award shall be made to that Offeror. If negotiations are not successful, the negotiations shall be formally terminated, and the Project offered to the next firm for negotiation and possible award of the Contract. Should the Port determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable that the others under consideration, a contract may be negotiated and awarded to that Offeror.

VIII. GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES.

A. MANDATORY USE OF POPA FORMS AND TERMS AND CONDITIONS: Failure to submit a Qualification Statement in accordance with requirement stated in Section No. VI of this RFQ shall be a cause for rejection of same. Return of the complete document is required. Modification of, or additions to, any portion of solicitation may be cause for rejection of the Qualification Statement; however, The Port reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such Qualification Statement as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the forms.

B. DEFAULT: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, the Port, after due oral or written notice, may procure them from other sources and hold Offeror responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which The Port may have.

C. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror in whole or in part without the written consent of The Port.

D. ANTITRUST: By entering into a contract, Offeror conveys, sells, assigns and transfer to the Port all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Port, relating to the particular goods or services purchased or acquired by The Port under said contract.

E. ETHICS IN PUBLIC CONTRACTING: By submitting their Qualification Statements, all Offerors certify their Qualification Statements are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Qualification Statement, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

F. ANTI-DISCRIMINATION: By submitting their Qualification Statements, all Offerors certify to the Port they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Texas Commission of Human Rights Act, Tex. Labor Code § 21.001—21.306 (Vernon's Supp. 1995) ("TCHRA").

G. DEBARMENT STATUS: By submitting their Qualification Statements, all Offerors certify they are not currently debarred for submitting Qualification Statements on contracts by any Agency of the State of Texas, nor are they an agent of any person or entity that is currently debarred from submitting Qualification Statements on contracts by any Agency of the State of Texas.

H. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Texas and any litigation with respect thereto shall be brought in the courts of Jefferson County, the State of Texas. Offeror shall comply with applicable federal, state, and local laws and regulations.

I. QUALIFICATIONS OF OFFERORS: The Port may make such reasonable investigations, as deemed proper and necessary, to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the Port all such information for this purpose as may be requested. The Port reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. The Port further reserves the right to reject any Qualification Statement if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Port that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

J. DRUG FREE WORKPLACE POLICY STATEMENT: Offeror acknowledges and certifies that it understands the following acts by the Offeror, employees, and/or agents performing services on Port property are strictly prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs.

Offeror further acknowledges and certifies that it understands a violation of these prohibitions constitutes breach of contract and may result in default action being taken by the Port in addition to any criminal penalties, which may result from such conduct.

K. DISADVANTAGED BUSINESS UTILIZATION: It is the policy of the Port to contribute to the establishment, preservation, and strengthening of disadvantaged business enterprises and to encourage the participation of disadvantaged business. Towards that end, the Port encourages firms to provide for the participation of disadvantaged owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities, all in compliance with the Port's Policy Directive on Diversity in Contracting, adopted June 24, 2020. A copy of this Policy can be obtained from the Port's website at https://portpa.com/wp-content/uploads/2021/04/POPA-CAP-Policy-dated.pdf.

L. OPERATING AUTHORITY AND CREDENTIALS: Wherever and whenever during the course of performing any work under the Contract, the Offeror will ensure all motor vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and

credentials in accord with the motor vehicle codes and regulations of the State of Texas.

IX. SPECIAL TERMS AND CONDITIONS.

A. INSURANCE: Prior to the start of any work under the contract, Offeror shall provide the Port Certificate(s) of Insurance on forms approved by the Port which evidence coverage as set forth on Exhibit A attached hereto and incorporated by reference herein.

B. AUDIT: Offeror agrees to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the Port, whichever is sooner. The Port, its authorized agents, and/or MARAD auditors shall have full access to and the right to examine any of said materials during said period.

C. OWNERSHIP OF MATERIALS: Ownership of all material and documentation originated and prepared pursuant to the RFQ shall belong exclusively to the Port and subject to public inspection in accordance with applicable Texas law. Trade secrets or other proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction may not be subject to disclosure; however the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or materials to be protected and state the reason why the protection is necessary.

D. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Port. In the event that Offeror desires to subcontract some part of the work specified herein, Offeror shall furnish the Port the names, qualifications, and experience of its proposed subcontractors. In any event, the Offeror shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of that contract.

E. SOURCE OF FUNDS: By submitting their Qualification Statements, all Offerors certify their Qualification Statements are made with the knowledge, a portion of the Project funding may be obtained from the U.S. Department of Transportation Maritime Administration and that the use of such federal funding requires the Port and the selected Offeror to comply with all federal regulations and requirements in regard to the use of such funds.

F. Mandatory language to be included in this RFQ, consultant contracts and all solicitations for bids:

The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby

notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

X. ATTACHMENTS

A. Exhibit A – Insurance Requirements

B. Exhibit B – Agreement for Engineering Services

C. Exhibit C – Project Location Map

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of Texas, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

   (Not required if consultant provides written verification it has no employees)
4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$10,000,000** per occurrence or claim.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The Entity, its officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation
Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses with the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services (the "Agreement") is made and entered into effective the _____ day of _____, 2025 by and between the PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS (hereinafter referred to as "OWNER") and _____ (hereinafter referred to as "ENGINEER").

OWNER and ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

I. WORK

ENGINEER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Preliminary Design, Design, and Bidding, and Construction Phase engineering services in support of OWNER's FY 2022 21.9 Acre Multi-MOdal Laydown Yard Project (the "Project") as more fully described in the Contract Documents and ENGINEER's Response to Request for Qualifications 25-007 dated _____ and attached hereto as Exhibit 1.

II. CONTRACT PRICE.

2.1 OWNER shall pay ENGINEER for completion of the Work in accordance with the Contract Documents in current funds.

2.2 ENGINEER and any Subcontractors shall pay prevailing wages according to the Davis Bacon Act; ENGINEER shall maintain certified payroll records in accordance with same and shall submit same on a weekly basis to OWNER on prescribed forms. Information related to the Davis Bacon Act and current Wage Determinations is included in the Contract Documents and can also be found at the following website:

www.dol.gov/whd/govcontracts/dbra.htm

III. RELATIONSHIP OF PARTIES

ENGINEER is engaged by OWNER solely for the purposes and to the extent set forth in this Agreement. The relationship of ENGINEER to OWNER during the term of this Agreement shall be that of an independent contractor to OWNER. ENGINEER shall not be deemed to be an employee of OWNER with respect to the services to be rendered hereunder. OWNER shall not exercise control over the details of ENGINEER's work or over the manner in which such work is accomplished, and such control shall remain exclusively with ENGINEER to accomplish the work contemplated under this Agreement.

IV. INSURANCE AND INDEMNIFICATION

4.1 At all times during the performance of this Agreement, ENGINEER will, at its own expense, and ENGINEER's subcontractors will, at their own or at ENGINEER's expense, carry the insurance coverage as detailed on Exhibit 2, Port Insurance Requirements, which is attached hereto and incorporated by reference herein for all purposes. ENGINEER will, at its own expense, furnish to OWNER certificates attesting to the fact that such policies are in effect. All insurance shall be in an insurance company authorized to do business in the State of Texas. OWNER shall be additional insured on all policies, excluding Worker's Compensation/Employer's Liability and Professional Liability. Insurance shall be made on an "occurrence form" rather than a "claims made form", with the exception of professional and pollution liabilities.

4.2 Insurance policies covering ENGINEER and naming OWNER as additional insured and evidencing the required coverages shall be delivered to OWNER prior to commencement of the Work under this Agreement. Such policies shall provide that any change restricting or reducing coverage or any cancellation shall not be valid as respects the OWNER'S interest therein until OWNER has received 30 days' notice in writing of such change or cancellation.

4.3 Any and all deductibles in the above described insurance policies shall be assumed by, for the account of and at ENGINEER'S sole risk.

4.4 Each policy shall be endorsed to provide waiver of subrogation rights in favor of OWNER, its subsidiaries and affiliates and all other parties owning an interest in the property on which Work covered by this Agreement is to be performed. ENGINEER agrees to waive and agrees to have its insurer waive any rights of subrogation as respects deductibles under such policies and as respects damages to equipment, including the loss of use thereof, whether insured or not.

4.5 Failure of ENGINEER to keep the required insurance policies in full force and effective hereunder shall constitute a breach of this Agreement and OWNER shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement.

4.6 Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of ENGINEER'S liability in tort or contracted for under the terms of this Agreement.

4.7 ENGINEER shall also file with the OWNER valid policies of Insurance on like form for all consultants or subcontractors. Similar insurance shall be provided by or on behalf of all consultants or subcontractors to cover their operations under the Agreement. In the event a consultant or subcontractors is unable to furnish insurance as required under the Contract, then the available insurance limits and coverages may be reviewed by the OWNER and insurance requirements may be amended.

4.8 ENGINEER shall promptly report to OWNER all accidents occurring to ENGINEER employees or any other parties or property arising from the work hereunder.

4.9 Notwithstanding anything in the Contract Documents to the contrary, the Work to be performed under this Contract will be performed entirely at ENGINEER's risk, and ENGINEER assumes all responsibility therefor for ENGINEER's performance.

4.10 INDEMNITY FOR CLAIMS THAT ARISE FROM NON-PROFESSIONAL WORK: NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ALL OF ITS OFFICERS, COMMISSIONERS AND EMPLOYEES, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES HEREUNDER. IN ANY AND ALL CLAIMS AGAINST THE OWNER AND/OR ENGINEER, OR ANY OF THEIR OFFICERS, COMMISSIONERS AND EMPLOYEES, BY ANY EMPLOYEE, SUBCONTRACTOR, OR EMPLOYEE OF A SUBCONTRACTOR, OF ENGINEER, OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ENGINEER OR ANYONE FOR WHOSE ACTS ENGINEER MAY BE LEGALLY LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR ENGINEER UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS CLAUSE IS NOT INTENDED TO INDEMNIFY THE OWNER FOR CLAIMS, DAMAGES, LOSSES AND EXPENSES CAUSED BY THE SOLE NEGLIGENCE OF THE OWNER.

4.11 INDEMNITY FOR CLAIMS THAT ARISE FROM PROFESSIONAL SERVICES: TO THE FULLEST EXTENT ALLOWED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD THE OWNER AND THE OWNER'S OFFICERS, COMMISSIONERS, AND EMPLOYEES HARMLESS FROM AND AGAINST DAMAGES, LOSSES, AND JUDGMENTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, BUT ONLY TO THE EXTENT THEY ARE CAUSED BY THE PERFORMANCE OF THE ENGINEER, ITS EMPLOYEES, AND/OR ITS CONSULTANTS IN THE NEGLIGENT PERFORMANCE OF THE PROFESSIONAL SERVICES UNDER THIS AGREEMENT. ENGINEER'S OBLIGATION TO INDEMNIFY DOES NOT INCLUDE THE DUTY TO DEFEND.

V. TERMINATION.

The obligation to provide further services under this Agreement may be terminated:

5.1 For cause by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within three (3) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than fifteen (15) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fifteen day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.

5.2 By ENGINEER:

A. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

B. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

5.3 For convenience by OWNER effective upon the receipt of notice by ENGINEER.

A. Upon 15 days' written notice to ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, ENGINEER shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
3. Reasonable expenses directly attributable to termination.

B. ENGINEER shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

VI. DISPUTE RESOLUTION

6.1 OWNER and ENGINEER agree to negotiate in good faith upon receipt of any notice of a dispute between them prior to exercising their rights under paragraph 6.2 or other provisions of this Agreement, or under applicable law.

6.2 OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation. For any such dispute which remains unresolved following mediation, OWNER and ENGINEER agree that either party shall have the right to proceed to binding arbitration proceedings before the American Arbitration Association.

6.3 This Agreement is to be governed by the laws of the State of Texas. Venue of any action arising out of or in any manner connected with this Agreement shall be in Jefferson County, Texas, and each party hereto specifically waives its right to a jury trial.

VII. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and ENGINEER concerning the Work consist of the following:

7.1 This Agreement (pages 1 to __, inclusive).

7.2 ENGINEER's Response to Request for Qualifications 25-007 dated _____ and attached hereto as Exhibit 1.

7.3 Insurance Requirements, attached hereto as Exhibit 2.

7.4 All certifications required by law or this Contract, attached hereto as Exhibit 3.

7.5 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents entered into by the parties hereto.

There are not Contract Documents other than those listed above in this Paragraph VII. The Contract Documents may only be amended, modified or supplemented only in writing signed by both OWNER and ENGINEER.

VIII. NOTICES

Any notices given under this Agreement shall be sufficient if in writing and either hand delivered or mailed by United States certified mail, return receipt requested, postage prepaid, to the following respective addresses of notification:

OWNER:

Larry Kelley
Executive Port Director, Port of Port Arthur
221 Houston Avenue
P. O. Box 1428
Port Arthur, TX 77641
Larry@portpa.com

ENGINEER:

_____
_____
_____
_____

IX. APPLICABLE LAWS AND REGULATIONS

It is the express intention of the parties that this Agreement be a procurement of services meeting all applicable Federal Maritime Administration required contract provisions and/or requirements of the following. Specific assurances required to be included in the FY 2022 RAISE Grant No. 693JF72340015 agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

9.1 ENGINEER agrees to perform its obligations hereunder in compliance with all applicable Federal, State, and local laws and regulations, including the following:

A. **General Federal Legislation.**

a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
h. Clean Air Act – 42 U.S.C. §§ 7401, et. seq.
i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
k. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
l. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.

m. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
n. American Indian Religious Freedom Act, 42 U.S.C. 1996
o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
r. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
w. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
x. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
y. Americans with Disabilities Act of 1990 - 42 U.S.C. §§ 12101, et seq.
z. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
aa. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
bb. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
cc. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
dd. Freedom of Information Act - 5 U.S.C. § 552, as amended
ee. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
ff. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
gg. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
hh. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
ii. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
jj. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
kk. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
ll. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
mm. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
nn. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G, §§ 70901–70927
rr. The Buy American Act, 41 U.S.C. chapter 83

ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
tt. Bringing in and harboring certain aliens – 8 U.S.C. 1324
uu. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

B. **Executive Orders**

a. Executive Order 11990 – Protection of Wetlands
b. Executive Order 12372 – Intergovernmental Review of Federal Programs
c. Executive Order 12549 – Debarment and Suspension
d. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
e. Executive Order 14025 – Worker Organizing and Empowerment
f. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
g. Executive Order 14154, Unleashing American Energy
h. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
i. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
j. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

C. **General Federal Regulations**

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 CFR Part 13
d. Procedures for predetermination of wage rates – 29 CFR Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
h. New Restrictions on Lobbying – 49 CFR Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24

k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26, including any amendments thereto, (as applicable under section 18.3 of this agreement)
s. Buy America Preferences for Infrastructure Projects – 2 CFR 184
t. Preference for Privately Owned Commercial U.S. Flag Vessels – 46 CFR Part 381

9.2 **Pertinent Non-Discrimination Authorities.** ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. ENGINEER 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. ENGINEER agrees to perform its obligations hereunder in compliance with all applicable Federal, State, and local Equal Employment Opportunity laws and regulations, as well as the OWNER's Policy Directive on Diversity in Contracting. During the performance of this Agreement, ENGINEER for itself, its assignees, and successors in interest agrees to comply with the following non- discrimination statutes and authorities, including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

9.3 During the performance of this Agreement, the ENGINEER, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations.** ENGINEER (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

B. **Non-discrimination.** ENGINEER, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ENGINEER will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.

C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by ENGINEER for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by ENGINEER of ENGINEER's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

D. **Information and Reports:** ENGINEER will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, ENGINEER will so certify to the Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions:** ENGINEER will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. ENGINEER will take action with respect to any subcontract or procurement as the Recipient or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if ENGINEER becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, ENGINEER may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, ENGINEER may

request the United States to enter into the litigation to protect the interests of the United States.

9.4 **Access to and Retention of Records.** The following access to records requirements apply to this Agreement:

A. ENGINEER agrees to provide OWNER, the Federal Maritime Administration, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of ENGINEER which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. ENGINEER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. ENGINEER agrees to provide the Federal Maritime Administration access to construction or other work sites pertaining to the work being completed under this Agreement.

D. OWNER and ENGINEER acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by Comptroller General of the United States if required by any applicable law(s).

E. ENGINEER shall retain all records directly pertinent to this Agreement for a period of not less than three (3) years in accordance with the provisions of 2 CFR §200.334.

9.5 **Anti-Lobbying Certification.** 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 any 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 grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant 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 grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and grant agreements) and that all subrecipients shall certify and disclose accordingly.

D. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

9.6 **Suspension and Debarment.**

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, ENGINEER is required to verify that none of ENGINEER's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. ENGINNER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by OWNER. If it is later determined that ENGINEER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. ENGINEER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.7 **Tax Delinquency and Felony Conviction Certification.** ENGINEER certifies that it does not have a Tax Delinquency or Felony Conviction as those terms are defined below.

A. **Felony Conviction** means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

B. **Tax Delinquency** means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

9.8 **Policy to ban Text Messaging while Driving.**

A. *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

1. For the purpose of this section, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

2. For the purpose of this section, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

3. For the purpose of this section, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

4. For the purpose of this section, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

B. *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as— (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

9.9 Any other law or regulation included in the U.S. Department of Transportation General Terms and Conditions under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: MARAD Projects (revision date April 23, 2025) and U.S. Department of Transportation Exhibits to MARAD Grant Agreements under the Fiscal Year 2022 RAISE Grant Program (April 23, 2025).

X. MISCELLANEOUS

10.1 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.2 OWNER and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.3 A waiver of either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

10.4 This instrument and the Contract Documents identified in Article 7 contain the entire agreement of the parties hereto and may not be changed except by written agreement duly executed by the parties hereto.

10.5 All agreements and covenants contained herein are severable, and in the event any clause or provision contained herein is declared to be invalid or unenforceable by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid or unenforceable agreements or covenants were not contained herein.

10.6 This Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their respective successors, heirs and personal representatives; provided, however, that this Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto; the parties acknowledge and agree that the services of ENGINEER to be provided hereunder are based upon the unique personal qualifications and abilities of such ENGINEER.

10.7 This is an acknowledgment that Federal grant funds will be used to fund all or a portion of this Agreement. ENGINEER will comply with all applicable Federal law, regulations, executive orders, MARAD policies, procedures, and directives.

10.8 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, ENGINEER, or any other party pertaining to any matter resulting from the contract.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, OWNER and ENGINEER have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and ENGINEER.

This Agreement is effective as of the date above written.

OWNER	Port of Port Arthur Navigation District of Jefferson County, Texas	ENGINEER	_____
By:	_____	By:	_____
221 Houston Avenue Post Office Box 1428 Port Arthur, Texas 77641		_____ _____ _____	

Port of Port Arthur

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of Texas, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

   (Not required if consultant provides written verification it has no employees)
4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$10,000,000** per occurrence or claim.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses with the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CERTIFICATION REQUIRED BY TEXAS FAMILY CODE §231.006

Pursuant to Texas Family Code §231.006 (relating to delinquent child support), Contractor hereby certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate. Under Tex. Fam. Code § 231.006(c), responses must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response or entering into the contract. If any person meets the 25% ownership criteria, failure to provide the required information will result in disqualification of the solicitation. Vendors and contractors meeting the criteria must complete the following.

Name	Social Security Number

Printed Contractor Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE §2276.002

State law requires certification from a Company for contracts involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

The following definitions apply to this state statute:

1. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

1. By signing below, Company hereby certifies the following:

(A) does not boycott energy companies; and
(B) will not boycott energy companies during the term of the contract.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

OR

2. Alternatively, by signing below, Company hereby certifies that Section 2276.002 does not apply to this contract due to the following (check all that apply):

☐ Company has fewer than 10 full-time employees; or
☐ Contract value is for less than $100,000.00.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE §2274.002

State law requires certification from a Company for contracts involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

The following definitions apply to this state statute:

1. "Discriminate against a firearm entity or firearm trade association":
   - (A) means, with respect to the entity or association, to:
     - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
     - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
     - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
   - (B) does not include:
     - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
     - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
       - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
       - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

1. By signing below, Company hereby certifies the following:

- (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

OR

2. Alternatively, by signing below, Company hereby certifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Company is a sole proprietor; or
- ☐ Company has fewer than 10 full-time employees; or
- ☐ Contract value is for less than $100,000.00.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE §2271.002

State law requires certification from a Company for contracts involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

The following definitions apply to this state statute:

1. "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; and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

1. By signing below, Company hereby certifies the following:

A. Company does not boycott Israel; and
B. Company will not boycott Israel during the term of the contract.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

OR

2. Alternatively, by signing below, Company hereby certifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

☐ Company is a sole proprietor; or
☐ Company has fewer than 10 full-time employees; or
☐ Contract value is for less than $100,000.00.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CERTIFICATIONS REQUIRED BY TEXAS LAW

By signing below, Contractor hereby certifies that:

1. Texas Government Code Chapter 552, Subchapter J may apply to this solicitation or contract and agrees that the contract may be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

2. Pursuant to Texas Government Code Section 2252.152, it does not engage in business with Iran, Sudan, or foreign terrorist organizations.

3. It is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

4. It is not ineligible to receive or enter into the contract pursuant to the provisions of the Texas Health and Safety Code Section 161.0085.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____
Printed Name: _____
Title: _____
Company: _____
Date: _____

Subscribed and sworn to before me the undersigned authority by _____, the _____ of _____, on behalf of said bidder.

_____
Notary Public in and for the State of Texas

My commission expires: _____
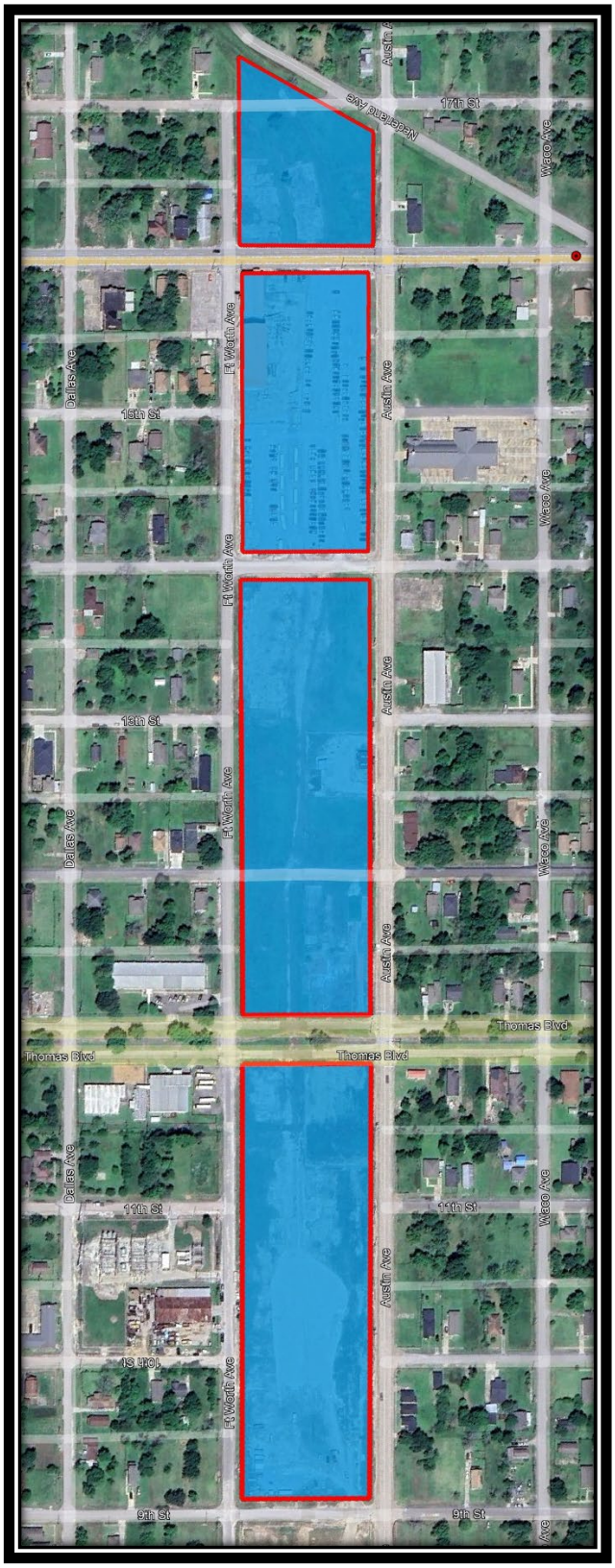
Exhibit C - Project Location Map